

C O N T R A C T

Between

CITY OF READING

and

BERKSHIRE SYSTEMS GROUP, INC.

2020 - Fire Alarm, Detection Installation and Design in the Reading Public Library Main Branch Project

## CONTRACT

THIS CONTRACT, made and concluded on 12/26/2020, by and between the **CITY OF READING**, a municipal corporation of the State of Pennsylvania, located in the County of Berks, said State, hereinafter called the "CITY", and **BERKSHIRE SYSTEMS GROUP, INC.**, party of the second part, hereinafter called the "VENDOR," pursuant to law and to the provisions and requirements of the ordinances and resolutions of the City of Reading.

WITNESSETH, That the parties to these presents each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the City for itself, its successors and assigns, and the Vendor for itself, himself or themselves, its successors, or his or their executors and administrators, as follows:

The Vendor covenants, promises and agrees to and with the City, for the consideration hereinafter mentioned and contained, to furnish as directed to the City of Reading, Pennsylvania, in accordance with the bid of the Vendor for Specifications for fire alarm, detection installation and design in the Reading Public Library Main Branch Project, dated August 27, 2020, submitted to the City, attached hereto and made a part hereof.

The City shall pay the Vendor for the performance of the Contract, subject to additions and deductions provided therein, in current funds Two Hundred Forty-Eight Thousands Five Hundred Seventy-Eight Dollars (\$248,578.00)

The Vendor agrees to furnish only such merchandise which shall have fully met the specification(s), herein contained, or hereto attached and made a part hereof. In the event the Vendor shall fail to comply in any respect, with said specifications or this contract, the City may terminate this contract by giving the Vendor written notice.

Upon said merchandise being duly tested and accepted by the proper City employees as meeting with the specifications and conditions, the City shall pay for the quantities thereof currently ordered and delivered at the end of each calendar month, upon an invoice being presented by the Vendor setting for the exact quantities thereof delivered during said month.

The Vendor agrees to indemnify and save harmless the City from all suits or actions of every name and description brought against it for or on account of use of patented appliances or for any damages or injuries received or sustained by any person or persons in the performance of the work under this contract. The Vendor further agrees that in case any such suits or actions are brought or threatened all or as much of the monies due it, him or them under this contract as shall or may be considered necessary by the City shall or may be retained without any liability of the City to the Vendor for interest thereon because of such retention until all such suits or claims shall have been settled and satisfactory evidence to that effect furnished.

**BASIS OF CONTRACT.** This contract is founded on Department of Public Works, Account Number 34-07-74-4801 for the fiscal year 2020.

IN WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the Vendor has caused this Agreement to be executed by its President and its corporate seal to be hereunto affixed, duly attested by its Secretary, has hereunto set his/their hand(s) and seal(s) the day and year first above written.

Signed and sealed in the  
presence of

Attest:

DocuSigned by:  
*Linda A. Kelleher CMC, City Clerk*  
73DE031C240D451...  
City Clerk

CITY OF READING

DocuSigned by:  
*Mayor Eddie Moran*  
9DBC26E27C594BB...  
By: \_\_\_\_\_  
Mayor

BERKSHIRE SYSTEMS GROUP, INC.

DocuSigned by:  
*Michael*  
F33BB9BE24B2407...  
By: \_\_\_\_\_  
President

## APPENDIX

- 1) Request for Proposals
- 2) Proposal and Submittals (Bonds, Stipulations Against Liens)



## 1) Request for Proposals

REQUEST FOR BID

**Fire Alarm, Detection Installation and Design**

**Reading Public Library  
Main Branch**

**100 South Fifth Street  
Reading, PA 19602**

DEPARTMENT OF PUBLIC WORKS

CITY OF READING, PENNSYLVANIA

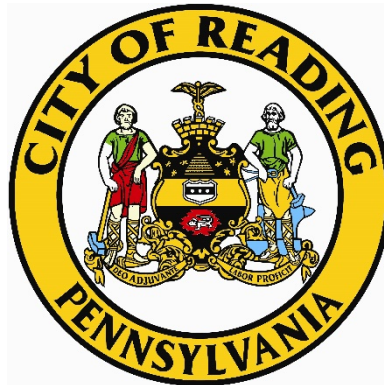


TABLE OF CONTENTS	PART
NOTICES AND INSTRUCTIONS	I
Notice to Contractors	
Instructions to Bidders	
Notice of Requirement for Affirmative Action	
DOCUMENTS TO BE SUBMITTED WITH BID	II
Bid Proposal Form/Bid Form	
Bid Bond	
Non-Collusion Affidavit	
Certificate of Non-Indebtedness	
Resolution & Statement Regarding Manufacture of Cement	
Statement of Bidder's Qualifications	
Equal Employment Opportunity and Section 3 Questionnaire	
Certification of Non-Segregated Facilities	
Contractor's Statement for Public Disclosure	
Certificate of Acknowledgment of Receipt of Addendum (if required)	
CONTRACT DOCUMENTS	III
Contract	
Performance Bond	
Payment Bond	
Wage Rate Compliance Bond	
Maintenance Bond	
Statement Accepting Provisions of PA Workers' Compensation Act	
Stipulation Against Liens	
Indemnity Agreement	
Notice to Proceed	
PREVAILING WAGE RATES	IV
SECTION 3 REQUIREMENTS	V
GENERAL PROVISIONS	VI
SUPPLEMENTARY GENERAL TERMS AND CONDITIONS	VII
TECHNICAL SPECIFICATIONS	VIII

## **NOTICE AND INSTRUCTIONS**

**It is the intent of the City of Reading, PA and the Reading Public Library's Main Branch, to issue this Bid for the Construction / Installation and Design of the Fire Detection / Mass Notification System in accordance of all applicable Federal, State, Local jurisdictions, Codes and Standards [IBC, COR FPC, UL & NFPA] and specific Licensing requirements of the City of Reading.**

**The existing fire alarm, detection and notification systems are at 'end-of-life' and this offer to Bid will be for construction / installation, and design of the Library's new fire alarm detection and notification system adhering to requirements established but not limited to the City of Reading Fire Prevention Code (COR FPC) (2015 Edition) for requirements of occupancy / usage of the Building:**

**Below are the minimum requirements of the new installation:**

- Fire alarm contractor can perform Emergency Responder Radio Coverage System (ERRCS) signal strength survey. This requires listing through the Office of the Fire Marshal.
- Fire alarm contractor is listed or could become listed through the Certificate of Fitness Program. This requires a minimum of National Recognized Testing Laboratory (NRTL) listing and is required to provide Central Station Service as required by the City of Reading Fire Prevention Code.
- Fire Alarm Contractor will be licensed or be able to become licensed prior to installation and understand the fire codes and requirements established by the City of Reading Fire Prevention Code (2015 Edition) \*\*\*NICET Certification is required
- Upon completion, the fire alarm system is required to be listed or certificated which include Central Station Service.
- The fire alarm system is required to be manual and automatic which will provide total coverage, Mass Notification System or voice evacuation system as prescribed by NFPA 72 (2013 edition).
- Fire alarm system provides dual language announcements (English, Spanish).
- Usage where applicable of combination smoke / heat detection or beam detection for high ceilings.
- Carbon monoxide detection will be required in area for fossil fuel burning equipment with devices report in alarm condition. The equipment is required to monitor the differentiation of alarm signals and announcements to the building occupants.
- Provide new area of rescue assistance intercom system to be monitored by listed central station.
- Install duct detection as required by applicable adopted codes.
- Ability to control HVAC and access control systems with the understanding that the Air Conditioning System will be installed during the winter months into 2021.
- Provided separate pricing for mass notification system that include fire alarm coverage listed as 'Additional / Alternative option 1'.

The City of Reading and the Reading Public Library Main Branch will provide .pdfs of the building's 1992's restoration and 2012 floor plans. BIDDERS SHALL ACKNOWLEDGE THAT THESE DRAWINGS ARE TO BE USED AS A GUIDE. THE PLANS MAY NOT BE COMPLETE OR CORRECT – DRAWINGS WILL NEED TO BE FIELD VERIFIED BY THE BIDDER.

**Additionally, the City and the Library will welcome suggestions which are over and above the industries 'best practices' which may be in the best interest of the Library's operation. The suggestions and prices are to be included as an 'Additional / Alternative option 2' with explanation.**

**Bid to include the following:**

- Lump Sum Cost
  - Detailed list of equipment to be installed
  - Understand all existing devices, equipment and wiring [where feasible] will need to be removed!!!
- Additional / Alternative option '1'
  - Mass Notification System
- Additional / Alternative option '2'
  - List detailed costs with an explanation as to why and how the Library and the City would benefit from the upgrade

**NOTE: At the City's and the Reading Public Library's discretion the acceptance of Options #1 and Option 2**

**Contractor shall provide the following as a possible guideline for the project's workflow as an attachment:**

- Statement of Work to include
  - Method of Procedure
    - Mobilization and staging, work hours, demolition and installation
  - Coordination plan with Library staff and visitors
  - Acceptance testing and all required documentation per COR FPC and NFPA 72 (2013).
  - Probable schedule with an estimated timeline for Design, Construction and Closeout
  - Commissioning, testing and operational training of 8 hours to Library and City personnel
  - Protection, Cleaning and Restoration procedures

**Bid Requirements:**

- Plans, equipment submittals and operation of the new fire system require review for code compliance by from the City of Reading – Office of the Fire Marshal prior to installation.
- Successful Bidder shall attend a pre-construction meeting with City and Library personnel to discuss site restrictions and building accessibility
- City will conduct Construction, Progress and Closeout meetings bi-weekly:
  - Contractor to provide agenda to will detail completed milestones, projected workflows and possible delays.

At closeout, The City and the Library shall be provided final drawings, warranty, operation and maintenance manuals and all applicable certifications.

## NOTICE TO CONTRACTORS

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted via the PennBid Program (<https://pennbid.procureware.com>). Proposals shall be received until 3:00 P.M., prevailing time on, August 28, 2020, at which time the proposal shall be opened publicly.

Specifications and Proposal Forms for the above work can be obtained via Penn Bid at [www.pennbid.procureware.com](http://www.pennbid.procureware.com).

There will be a mandatory pre bid meeting on July 30, 2020 at 10:00 a.m. at the Reading Main Library located at 100 South 5<sup>th</sup> Street, Reading, PA

Each proposal shall be accompanied by bid surety in the amount of ten percent (10%) of the proposal. A certified check or bid bond will be accepted.

Attention is called to the fact that prevailing wage rates must be paid by the contractor and that employees shall not be discriminated against because of race, color, age, religion, sex or national origin.

The City of Reading reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid, as may be in the public interest.

## INSTRUCTIONS TO BIDDERS

### PROPOSAL SUBMISSION

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted via the PennBid Program ([www.pennbid.procurement.com](http://www.pennbid.procurement.com)). Proposals shall be received until 3:00 P.M., prevailing time on, August 28, 2020, at which time the proposal shall be opened publicly.

Specifications and Proposal Forms for the above work can be obtained via Penn Bid at [www.pennbid.procurement.com](http://www.pennbid.procurement.com).

Bids received after the hour specified, will not be considered

### BONDS

Bid security, in the amount of ten percent (10%) of the bid price shall accompany each proposal. This bid security may be a Certified or Cashier's Check, or a bid bond furnished by a surety company, satisfactory to the City of Reading. The successful bidder, upon award of contract, shall furnish at the time of execution of the same, a Maintenance Bond, Payment Bond, and Performance Bond by a surety company acceptable to the City of Reading, in an amount equal to ONE HUNDRED PERCENT (100%) of the contract to guarantee satisfactory performance, and a Wage Rate Compliance Bond in an amount equal to FIFTY PERCENT (50%) of the contract. All bonds are subject to approval by the City Solicitor.

In case the contract is awarded to a bidder who fails to enter the contract or to deliver all required bonds and affidavits, the cash or check deposited shall become absolute property of the City; or if a bond has been deposited, it shall become payable immediately. Cash, checks or bonds deposited will be returned to unsuccessful bidders as soon as the contract is awarded, or all bids rejected.

### INSURANCE

The Contractor, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

### WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Contractor in the work to be performed by the Contractor is that of any independent Contractor and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his sub-contractors, agents, or employees have been negligent, and the Contractor shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Contractor shall indemnify and save harmless the City from all suits or actions of law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Contractor's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.



The Contractor shall maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's liability insurance shall be in the names of the Contractor and the City, as their respective interests may appear. Certificates of such insurance shall be filed with the City Risk and Safety Manager.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

**Comprehensive General Liability** – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

**Business Automobile Liability** – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

**Professional Liability** – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Worker's Compensation** – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the County.

**Employer's Liability** – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: **City of Reading, 815 Washington Street, Reading, PA 19601**. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles."

Liability insurance shall include the hazard of collapse, damage to underground utilities, underground blasting, and excavation. Prior to any blasting which may be required, blasting insurance shall be obtained by the Contractor in an amount satisfactory to the City Engineer.

Liability insurance shall include the hazard of building collapse and of damage to adjoining properties and/or to individuals located within or adjacent to each project site.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

## WAGES AND EMPLOYMENT REQUIREMENTS

Bidder agrees that not less than the prevailing wages will be paid.

The Contractor will further agree to comply with Commonwealth of Pennsylvania Act of August 15, 1961, P.L. 1225 and amendments as applicable.

#### EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

#### EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

#### SUPERVISION OF WORKERS

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

## SUBCONTRACTS

The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subcontractor, as approved, shall be bound by the conditions of the contract between the City and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

## QUALITY

Where a bid is asked for a certain article or "Approved Equal" and the bidder intends to furnish an article which the bidder considers equal to the one named, the bidder must specify in the bid the name and grade of said article. All disputes concerning grade and quality of materials or work shall be determined by a person duly authorized by the City.

## TIME OF COMPLETION

The bidders are herewith cautioned that the time of completion indicated in their proposal must be complied with. To insure timely completion, the successful bidder will be required to furnish adequate equipment, and qualified personnel in sufficient numbers at all times.

Where a date is set for delivery of materials or the performance of work, said materials must be delivered, or work performed, in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party will be canceled and awarded to the next lowest responsible bidder.

## BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2-1/4 mills upon the gross receipts attributable to business conducted within the City of Reading.

## PERMITS/LICENSES

The Contractor shall, at his expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

## BASIS OF PAYMENT

All prices to be quoted F.O.B. Reading, PA destination. The City of Reading is tax exempt.

## OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

## PRE-BID MEETING

A Mandatory pre-bid meeting will be held on July 30, 2020 at 10:00 am EST at the main library located at 100 South 5<sup>th</sup> Street, Reading, PA.

## WITHDRAWAL OF PROPOSALS/BIDS

After a bid has been opened, it may not be withdrawn except as provided by Act of January 23, 1974, P.L. 9 No. 4, as same may be amended.

No bids may be withdrawn for a period of ninety (90) days following the formal opening and receipt of bids by the City of Reading.

## BID REJECTION

The City of Reading reserves the right to reject any or all bids and to accept or reject any part of any bid. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

## EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City on form as included within the bidding documents for the appropriate bonds, indemnities and insurances required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons.

All attachments are considered as part of this document.

## METHOD OF PAYMENT

Payments shall be based on an invoice submitted by the Contractor or approved representative. The City shall have the right to withhold disbursement funds if in the City's opinion construction work for which payment has been requested is of poor workmanship, contrary to any applicable codes and contract specifications, violation of appropriate paperwork requirements that are not up to date and approved for this billing period, Contractor fails to comply with this Agreement, or for other conditions or circumstances which the City deems not to be in the best interest of the public.

Ten percent (10%) of each Contractor invoice request shall be retained by the City on this contract until it is completed up to City codes and contract specifications and approved by a City Official or person representing a City Official (Architect or Engineer).

## ACCESS TO ACCOUNTING RECORDS

The contractor shall certify that all materials, equipment, and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The City or its representative shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after the final payment.

## ASSIGNMENT OF REFUND RIGHTS

The City is not subject to federal, state, or local sales or use tax or federal excise tax. Contractor hereby assigns to City all of its rights, title, and interest in any sales or use tax which may be refunded as a result of the purchase of any materials purchased in connection with the Contract and Contractor, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in its own name or the name of the Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

## CONTRACTS WITH SUBCONTRACTORS

The Contractor agrees to include the above references paragraphs in any contract with subcontractors and to provide proof thereof to the City of Reading if requested.

## NOTICE TO PROCEED

The Contractor shall begin work on the job site within ten (10) days after receiving Notice to Proceed from the City.

## DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

## CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The contractor is not adequately complying with the specifications.
3. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
4. The contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
5. The contractor refuses to proceed with work when and as directed by the City.
6. The contractor abandons the work.

Contractors who have questions concerning various aspects of this Contract should contact the following persons:

## QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS

To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications of the bid process. Such questions shall be submitted to Purchasing via [www.pennbid.procureware.com](http://www.pennbid.procureware.com) by 2:00 pm on August 17, 2020. Responses to questions shall be issued to all bidders in the form of a written addendum no later than August 21, 2020.

**Notice:** Payment of invoices are subject to the terms and conditions of the sources of funding for this project.

THE FOLLOWING INSTRUCTIONS FOR CONTRACTORS REGARDING AFFIRMATIVE ACTION ARE PROVIDED FOR INFORMATION PURPOSES. THE SUCCESSFUL BIDDER ASSUMES THE OBLIGATION TO TAKE WHATEVER AFFIRMATIVE ACTIONS ARE NECESSARY TO ASSURE EQUAL EMPLOYMENT OPPORTUNITY IN ALL ASPECTS OF EMPLOYMENT, IRRESPECTIVE OF RACE, COLOR, CREED, OR NATIONAL ORIGIN.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED)**

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals are timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation in Each Trade	Goals for Female Participation for Each Trade
Until Further Notice	2.5% for all trades	6.9% for All Trades

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) **THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND, THE GEOGRAPHICAL AREA IN WHICH THE CONTRACT IS TO BE PERFORMED.**

**OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
THE CURTIS CENTER SUITE 750 WEST  
170 SOUTH INDEPENDENCE MALL WEST  
PHILADELPHIA, PA 19106-3309  
PHONE (215) 861-5764**

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Reading, Pennsylvania.

**State of** \_\_\_\_\_ )  
**County of** \_\_\_\_\_ ) ss.

**I, \_\_\_\_\_, Notary Public, being duly sworn, deposes and says that he**  
**is \_\_\_\_\_ of \_\_\_\_\_,**  
**(Name of Organization)**  
**and that the answers to the foregoing questions and all statements therein contained are true and**  
**correct.**

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:**

## DOCUMENTS TO BE SUBMITTED WITH BID



## PROPOSAL

Proposal of:

Name:

Address:

TO: Mayor Eddie Moran  
City of Reading  
815 Washington Street  
Reading, PA 19601

Dear Mayor Moran:

In conformity with City Plans and specifications, all as prepared by the Community Development Department and after an examination of the site of the work, and the Contract Documents, including the instructions to Bidders, Form of Proposal, Bid Bond and Conditions, the undersigned submits this proposal, and encloses herewith as proposal guaranty, a Certified or Treasurer's Check, or Bid Bond, in an amount not less than ten percent (10%) of the bid herein submitted, which it is understood will be forfeited if this proposal is accepted by the City of Reading, and the undersigned fails to furnish approved bonds and execute the contract within the time stipulated; otherwise, the guarantee will be returned.

The undersigned declares that no Member of Council, Director of Department, Division Manager, deputy thereof or clerk therein, or other officer of the City of Reading, is directly or indirectly interested as principal, surety or otherwise in this proposal or has any supervision or overall responsibility for the implementation in administration of the contract.

It is certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm, or corporation.

It is hereby agreed to execute the contract and furnish surety company bonds, on the forms enclosed in the Contract Documents, in the amount of one hundred percent (100%) of the contract price within ten (10) days of mailing of the contract documents from the City to the Principal, and to begin work within ten (10) days after receipt of Notice to Proceed from the City of Reading.

It is proposed to furnish and deliver all materials, tools, equipment, power, tests and transportation, perform all labor, superintendence, and all means of construction, and do all incidental work, and to execute, construct and finish in an expeditious and workman-like manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the Department of Community Development of the City of Reading and its Engineer as stated on the attached Bid Form.

**BID FORM**

**Reading Public Library  
Main Branch**

**Fire Alarm, Detection Installation and Design**

**100 South Fifth Street  
Reading, PA 19602**

Contract 1 – General Construction

**TABLE OF CONTENTS**

	<b>Page</b>
ARTICLE 1 – Bid Recipient .....	18
ARTICLE 2 – Bidder’s Acknowledgements.....	18
ARTICLE 3 – Bidder’s Representations .....	18
ARTICLE 4 – Bidder’s Certification.....	19
ARTICLE 5 – Basis of Bid .....	20
ARTICLE 6 – Time of Completion.....	20
ARTICLE 7 – Attachments to this Bid.....	21
ARTICLE 8 – Defined Terms.....	21
ARTICLE 9 – Bid Submittal .....	21

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:
- City of Reading  
815 Washington Street  
Reading, Pennsylvania 19601
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, unless award is delayed by a required approval from a government agency, the sale of bonds, or the award of a grant, in which event, the Bids shall remain open for a period of one hundred twenty (120) calendar days from the date of bid opening. The Owner will either award the contract within the applicable time period or reject all Bids, returning the Bid Security to the Bidders. A thirty (30) day time extension of the date for the award may be made by the mutual written consent of the Owner and the lowest responsible, responsive Bidder.
- 2.02 Bidder will sign and submit the Agreement along with the Bonds and other documents requires by the Bidding Requirement within the time period indicated in the Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations and City of Reading Fire Department, City Codes and Licensing requirements that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: Existing drawings [which may be incomplete needing field verification] of physical conditions with respect to completing the installation and design.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work asked to be performed by City.
- H. Bidder has submitted in the bidding document written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered, and confirms that the written resolution thereof by the City of Reading's Fire Department Fire Marshall Office is acceptable to Bidder.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the City.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner, and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.E:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Additional/Alternative options):

### BID PRICES

	<u>Description</u>	<u>Bid Price</u>
1.	Base Bid	
2.	Additional / Alternative option ‘1’ <u>Mass Notification System</u>	
3.	Additional / Alternative option ‘2’	

Attach to this Bid as separates line items; Lump Sum and Option 1, the equipment schedules.

Attach to this Bid for Option 2, the equipment schedule and a detailed reason for the City and Library should select this upgrade.

**The Contract will be awarded to the lowest responsive Bidder with the lowest Base Bid.**

**The City has the latitude to select the installation of Option 1 and Option 2.**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The use of the word “complete” or “in place” in the Schedule of Prices shall be understood to mean the item of Work includes all labor, materials, tools, equipment, and training.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security; if Bid Bond use only the two page form included with the Bidding Documents;
- B. Noncollusion Affidavit;
- C. Required Bidder Qualification Statement with supporting data; and
- D. Public Works Verification Form – Act 127
- E. Base Bid with Equipment Schedule.
  - 1. Option 1 with Equipment Schedule
  - 2. Option 2 will include the equipment schedule and a detailed reason for the City and Library should select this upgrade.

#### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### **ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
(where applicable)

++ END OF BID FORM ++

FORM OF BID BOND

BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

\_\_\_\_\_, as Principal (the "Principal"), and \_\_\_\_\_

a corporation organized and existing under laws of the \_\_\_\_\_ of \_\_\_\_\_, as

Surety (the "Surety"), are held and firmly bound unto \_\_\_\_\_ as

Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_),

lawful money of the United States of America, for the payment of which sum we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Obligee to perform the

\_\_\_\_\_ Work in connection with the construction of \_\_\_\_\_  
pursuant to plans, specifications and other documents constituting the Contract Documents which are  
incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Department of  
Public Works, City Hall, 815 Washington Streets, Reading, PA 19601-3690.

WHEREAS, it is a condition of the receipt and consideration by the Obligee of said Proposal that it shall be  
accompanied by proposal guaranty to be held by the Obligee on terms hereinafter set forth.

NOW, THEREFORE, the condition of this Bond shall be such that, if the Principal, within ten (10) days after  
mailing of contract document by the City to Principal, shall furnish to the Obligee a Performance Bond,  
Payment Bond and a Wage Rate Compliance Bond, and upon award of a contract to him by the Obligee, shall

\_\_\_\_\_  
Reading Public Library – Main Branch – Fire Alarm and Detection Installation

2020

execute and deliver the Agreement and furnish to the Obligee proper evidence of effectiveness of insurance coverage, respectively within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void, otherwise, this Bond shall remain in full force and effect.



The Principal and the Surety agree to pay to the Oblige the difference between the amount of said Proposal, as accepted by the Oblige, and any higher amount for which the required work shall be contracted for by the Oblige, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Oblige by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Oblige should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Oblige, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Oblige shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Oblige the full amount of this Bond as liquidated damages.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(INDIVIDUAL PRINCIPAL)

\_\_\_\_\_  
(Signature of Individual) (Seal)

Witness:

\_\_\_\_\_

Trading and Doing Business as:

\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

(PARTNERSHIP PRINCIPAL)

\_\_\_\_\_(Seal)  
(Name of Partnership)

Witness:

\_\_\_\_\_

By:\_\_\_\_\_(Seal)  
(Partner)

Witness:

\_\_\_\_\_

(Seal)

By:\_\_\_\_\_  
(Partner)

Witness:

\_\_\_\_\_

(Seal)

By:\_\_\_\_\_  
(Partner)

Witness:

\_\_\_\_\_

By:\_\_\_\_\_(Seal)  
(Partner)

(CORPORATION PRINCIPAL)

(Name of Corporation) \_\_\_\_\_

(Vice) President

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation) \_\_\_\_\_

(Authorized Representative)

By: \_\_\_\_\_

Signed \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me on

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(Title)

My Commission Expires:

(CORPORATION SURETY)

(Name of Corporation)

\_\_\_\_\_

(Attorney-In-Fact)

By: \_\_\_\_\_

Witness:

\_\_\_\_\_

(Corporate Seal)

\*\* Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

## NON-COLLUSION AFFIDAVIT

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the bidder who is authorized to legally bind the bidder.

Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.

In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid or Bids;

He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

I state that \_\_\_\_\_ understands

(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires

**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS  
TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable timeframe specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

\_\_\_\_\_  
NAME OF PROVIDER

By: \_\_\_\_\_  
AUTHORIZED SIGNATORY

Title: \_\_\_\_\_  
PRESIDENT OR VICE PRESIDENT

Attest: \_\_\_\_\_



RESOLUTION NO. 192-92

WHEREAS, reportedly, twenty-five cement manufacturing facilities in the United States are currently burning well over two billion pounds a year of hazardous waste as a source of fuel and additional profit in the cement manufacturing process; and

WHEREAS, approximately twenty cement manufacturing facilities are seeking permission to start this practice; and

WHEREAS, sufficient data and evidence as to the safety of cement products made from hazardous waste has not been proven; and

WHEREAS, it is in the best interest of the citizens of the City of Reading in regard to their health and quality of life that cement derived from hazardous waste be banned from any City projects.

NOW, THEREFORE, the Council of the City of Reading resolves that the City of Reading will not purchase cement from any facility that burns hazardous waste as fuel in its manufacturing process, nor allow the use of concrete made from this type of cement. This policy shall be reflected in city bid specifications.

PASSED COUNCIL April 1, 1993

WARREN H. HAGGERTY, JR.  
Mayor

ATTEST:

RUTH M. THOMPSON  
City Clerk

## STATEMENT REGARDING MANUFACTURE OF CEMENT

The following statement is to be signed by an authorized officer of the company.

The undersigned contractor hereby certifies in accordance with City of Reading Resolution #192-92, that any cement used in performance of this contract shall not have been manufactured by a process using hazardous materials, as defined by the Environmental Protection Agency, in the manufacture and makeup thereof.

### CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

### STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: \_\_\_\_\_
2. Permanent main office address: \_\_\_\_\_
3. When organized: \_\_\_\_\_
4. If a corporation, where incorporated: \_\_\_\_\_
5. How many years have you been engaged in the contracting business under your present firm or trade name: \_\_\_\_\_
6. Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.)
7. Have you ever failed to complete any work awarded to you? If so, where and why?  
\_\_\_\_\_
8. Have you ever defaulted on a contract ? \_\_\_\_\_. If so, where and why?  
\_\_\_\_\_
9. List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed.
10. List your major equipment available for this contract.  
\_\_\_\_\_  
\_\_\_\_\_
11. Describe experience in construction work similar in importance to this project on an attached sheet. Contractor must be able to show at least 10 years' experience working on public pool systems to qualify for this bid.

Page 2

Statement of Bidder's Qualifications

12. Background and experience of the principal members of your organization, including the officers.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
13. Credit available: \$ \_\_\_\_\_
14. Give Bank reference: \_\_\_\_\_
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? \_\_\_\_\_
16. (A) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion? \_\_\_\_\_ If so, give full details.
- \_\_\_\_\_
- (B) Have you ever been accused of discrimination based upon race, color, nationality or religion in any action or legal proceeding including any proceeding related to any Federal Agency? \_\_\_\_\_ If so, give full details \_\_\_\_\_
- \_\_\_\_\_
17. All prospective bidders are required to present proof of an acceptable disposal method approved by the Pennsylvania Department of Environmental Protection. The proof may consist of a copy of a State Solid Waste Disposal Permit issued to the prospective bidder by the Pennsylvania Department of Environmental Protection, or a letter of approval from the Pennsylvania Department of Environmental Protection for the use of a proposed or existing disposal facility which has a permit or is under review for a permit. Same to be in accordance with Section 7 (a) application and permits, Pennsylvania Solid Waste Management - "Act 241."

Page 3  
Statement of Bidder's Qualifications

18. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the "City of Reading" in verification of the recitals comprising this Statement of Bidder's Qualifications.

19. Name, address, phone number, and contact person at surety company who will provide bonding for this contract:

\_\_\_\_\_  
\_\_\_\_\_

20. Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract:

\_\_\_\_\_  
\_\_\_\_\_

21. The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(NAME OF BIDDER)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



6. If an individual or a partnership, give the:
  - A. Date or organization:
  - B. Name and address of all partners (state whether general or limited partnership):
7. If other than a corporation or partnership, describe your organization and name all principals or owners:
8. List states and categories in which your organization is legally qualified to do business giving all registration or license numbers.
9. List states in which partnership or trade name is filed.
10. List the types of work normally performed by your own forces.
11. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:
12. Within the last five years, has any owner, officer or partner of your organization ever been an owner, officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.
13. On a separate sheet, list major construction projects your organization has in process, giving the name or project, owner, architect, contract amount, percent complete, and scheduled completion date.
14. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

15. On a separate sheet, list the construction experience of the key individuals of your organization.
16. Trade References:
17. Bank References:
18. Name of Bonding Company and name and address of agent:
19. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items:
  - A. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):
  - B. Net Fixed Assets:
  - C. Other Assets:
  - D. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):
  - E. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares per values, earned surplus, and retained earnings):

Name of firm preparing financial statement and date thereof:



Is this financial statement for the identical organization named on page 00420-1?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

Will this organization act as guarantor of the contractor for construction?

Dated at \_\_\_\_\_ this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

Name of Organization: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public:

My Commission Expires:

## EQUAL EMPLOYMENT OPPORTUNITY AND SECTION 3 QUESTIONNAIRE

(Please complete the following information and answer all questions; use an attached sheet as necessary.)

1. (a) Contractor: How many persons from the City of Reading \_\_\_\_\_, low income City residents \_\_\_\_\_, and minorities: \_\_\_\_\_ Black, \_\_\_\_\_ Hispanic, \_\_\_\_\_ White, \_\_\_\_\_ Asian/Pacific Islander, \_\_\_\_\_ Other, are on your present basic payroll?
- (b) Subcontractor: How many persons from the City of Reading \_\_\_\_\_, low income City residents \_\_\_\_\_, and minority groups: \_\_\_\_\_ Black, \_\_\_\_\_ Hispanic, \_\_\_\_\_ White, \_\_\_\_\_ Asian/Pacific Islander, \_\_\_\_\_ Other, are on your present basic payroll?
2. How many City of Reading residents \_\_\_\_\_, low income City residents \_\_\_\_\_, and minorities: \_\_\_\_\_ Black, \_\_\_\_\_ Hispanic, \_\_\_\_\_ White, \_\_\_\_\_ Asian/ Pacific Islander, \_\_\_\_\_ Other, are presently in training programs run by your company, your subcontractors, and associations to which you or your subcontractors may belong or with unions with which you and your subcontractors have collective bargaining agreements?  
\_\_\_\_\_
3. Does your firm, subcontractors, associations to which you or they belong or unions with which you or your subcontractors have collective bargaining agreements a definite plan for creating career situations, training and employment for residents of the City of Reading, low income citizens, and minorities? \_\_\_\_\_. If so, please include a copy of the plan with your formal bid and specify the number of individuals (from the groups referred to previously), to be placed in apprenticeship or other training situations. When is the program scheduled to begin?\_\_\_\_\_ What portion of the program is already in operation?
4. What plans does your firm have to utilize business concerns located in, or owned in substantial part by persons residing in the City?

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

DATE: \_\_\_\_\_,

BY: \_\_\_\_\_  
(NAME OF BIDDER) (TITLE)

OFFICIAL ADDRESS:

CONTRACTOR'S STATEMENT FOR PUBLIC DISCLOSURE \*

1.     a/     Name of Contractor:  
  
       b/     Address and Zip Code of Contractor:
2.     If the Contractor is not an individual doing business under his own name, the Contractor has the status indicated below and is organized or operating under the laws of \_\_\_\_\_:  
  
       \_\_\_\_\_ a corporation  
  
       \_\_\_\_\_ a partnership known as:  
  
       \_\_\_\_\_ a business association or a joint venture known as:  
  
       \_\_\_\_\_ a Federal, State or Local government or instrumentality thereof  
  
       \_\_\_\_\_ other (explain)
3.     If the Contractor is not an individual or a government agency or instrumentality, give date of organization: \_\_\_\_\_
4.     Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, investors other than a government agency or instrumentality, are set forth as follows:
  - a/     If the Contractor is a corporation, the officers, directors, trustees, and each stockholder owning more than 10% of any share of stock.
  - b/     If the Contractor is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
  - c/     If the Contractor is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
  - d/     If the Contractor is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

\* If space on this form is inadequate for any requested information, this should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

Page 2

## Contractor's Statement for Public Disclosure

NAME, ADDRESS & ZIP CODE	POSITION TITLE (if any) AND PERCENT OF INTEREST OR DESCRIPTION OF <u>CHARACTER AND EXTENT OF INTEREST</u>
5.	Name, address and nature and extent of interest of each person or entity (not named in response to Item 4) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Contractor (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Contractor, or more than 50% of the stock in a corporation which holds 20% of the stock of the Contractor).

NAME, ADDRESS & ZIP CODE	<u>DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST</u>
6.	Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 4 or Item 5 above:
7.	Is the Contractor a subsidiary of or affiliated with any other corporation or any other firm or firms? ___ YES ___ NO. If yes, list each such corporation or firm by name and address, specify its relationship to the Contractor, and identify the officers and directors or trustees common to the Contractor and such other corporation or firm:
8.	Other federal grant projects under Title I of the Housing and Community Development Act of 1974 (CP.L.93-383), as amended, in which the Contractor or any of the principals of the Contractor is or has been the contractor, or a stock-holder, officer, director or trustee, or partner of such a contractor:
9.	If the Contractor or a parent corporation, a subsidiary, an affiliate or a principal of the Contractor is to participate in the work or services as a Subcontractor or consultant:
a/	Name and address of such Subcontractor or consultant:
b/	Has such Subcontractor within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a contract? ___ YES ___ NO. If yes, explain:

Page 3

## Contractor's Statement for Public Disclosure

c/ Outstanding contract bids of such Subcontractor or consultant:

Awarding AgencyAmountDate Opened

\$

10. Brief statement respecting equipment, experience, financial capacity, and other resources available to such Subcontractor or consultant for the performance of the work or services involved in the contract, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the Subcontractor or consultant.
11. a/ Does any member of the governing body or employee of the Local Public Agency or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Contractor or in the Contractor's performance under the contract? \_\_\_YES \_\_\_NO. If yes, explain:
- b/ Does any member of the governing body of the locality in which the Public Improvement Project is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Contractor or in the Contractor's performance under the contract? \_\_\_YES \_\_\_NO. If yes, explain:

## CERTIFICATION

I (We) \_\_\_\_\_ certify that this Contractor's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and beliefs.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(ADDRESS & ZIP CODE)

\_\_\_\_\_  
(ADDRESS & ZIP CODE)

1 - If the Contractor is an individual, this Statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this Statement.

2 - Penalty For False Certification: Section 1001, Title 18, of the U.S.C. provides a fine of not more than \$10,000, or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

(ONLY AS NEEDED)

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. \_\_\_\_\_ TO BID FOR: \_\_\_\_\_

OPENING DATE: \_\_\_\_\_

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated above. This sheet is now part of the Contract Documents.

I, HEREBY CERTIFY, THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT WITH THE TOTAL BID PRICE.

Firm Name (Type or Print) \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (Type or Print) \_\_\_\_\_ Date \_\_\_\_\_



## CONTRACT DOCUMENTS

## C O N T R A C T

NOTE; This contract is not to be filled in until contract is awarded.

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, in the year two thousand and \_\_\_\_\_, by and between the City of Reading, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and \_\_\_\_\_, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the City of Reading, Pennsylvania.

WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows:

**CONTRACTOR'S GENERAL AGREEMENT.** The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing date of \_\_\_\_\_ and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, except as hereinafter otherwise provided, at his own cost, necessary or proper for the purpose of executing the work embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

**PARTS OF CONTRACT.** The Location Map; Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Documents to be Submitted During the Course of the Contract; Wage Rate Determinations; Notice of Preconstruction Requirements and Pre-Construction Conference Questionnaire; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; Supplementary Technical Specifications; and Correspondence and Supportive Documentation shall each form a part of the Contract.

**THE CONTRACT SUM.** The City shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: \_\_\_\_\_ (state here the lump sum amount, unit prices, or both as desired in individual cases.)

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

**TIME & MANNER OF DOING WORK.** The party of the second part agrees to commence the construction of the work to be done under this contract, immediately upon receiving written notice from the Director of Public Works, or other applicable Director, so to do and to complete the entire work as specified in the technical specifications, it being expressly agreed and understood that the time of beginning, rates of progress and time of completion of the work are essential under this contract. Time is to be considered to be the essence of this contract.

**STIPULATED DAMAGES.** The Contractor shall begin work within ten (10) days of receipt of written notice from the applicable Director, to do so. If the Contractor fails to complete and finish the work in conformity with the terms and provisions of this Contract within the time hereinbefore specified, he shall pay to the City the sum of Five Hundred Dollars (\$500.00) for each and every day thereafter, including Sundays and holidays, that the finishing of the Contract is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty and shall be deducted from the amount due by the terms of the Contract; provided, however, that in case of justifiable delay, the City shall extend the time for completion of said work as provided for in Article G.7, but no extension of time for any reason beyond the time fixed herein for the completion of the work shall be deemed a waiver by the City of the right to abrogate this Contract for abandonment for delay.

LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

BASIS OF CONTRACT. This contract is founded on \_\_\_\_\_

\_\_\_\_\_  
IN WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the party of the second part.

\_\_\_\_\_  
the day and year first above written.

CITY OF READING

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Signed and Sealed in the Presence of

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

# PERFORMANCE BOND

Know All Men By These Presents that we, \_\_\_\_\_  
(CONTRACTOR)

hereinafter called the PRINCIPAL, and \_\_\_\_\_  
(SURETY)

hereinafter called the SURETY, a corporation organized and existing under the laws of  
the \_\_\_\_\_ are held and firmly bound unto

\_\_\_\_\_ hereinafter called the OBLIGEE, as hereinafter

set forth, in the full and just sum of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

## WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated \_\_\_\_\_, 20\_\_\_\_, to perform the WORK for the OBLIGEE, in connection with the \_\_\_\_\_ as set forth in CONTRACT DOCUMENTS.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become binding upon the award of the CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL; and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL, in accordance with the PROPOSAL, then the PRINCIPAL and OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL will truly and faithfully comply with and perform the WORK in accordance with the CONTRACT DOCUMENTS, at the time and in the manner provided in the CONTRACT DOCUMENTS, and if the PRINCIPAL shall satisfy all claims and demands incurred in or related to the performance of the WORK by the PRINCIPAL, and if the PRINCIPAL shall indemnify completely and shall hold harmless the OBLIGEE and all of its officers, agents and employees from any and all costs and damages which the OBLIGEE and all of its officers, agents and employees may sustain or suffer by reason of the failure of the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE and all of its officers, agents or employees may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall remain in force and effect.

This BOND, is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT , and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(INDIVIDUAL PRINCIPAL)

\_\_\_\_\_  
(Signature of Individual) (Seal)

Witness:

\_\_\_\_\_

Trading and Doing Business as:

\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

\_\_\_\_\_  
(Name of Partnership) (Seal)

Witness: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

Witness: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

Witness: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

(CORPORATION PRINCIPAL)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Vice) President

Attest: \_\_\_\_\_  
(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation) \_\_\_\_\_

(Authorized Representative) By: \_\_\_\_\_

Signed \_\_\_\_\_

\_\_\_\_\_  
(Title)

(CORPORATION SURETY)

(Name of Corporation)

\_\_\_\_\_

(Attorney-In-Fact)

By: \_\_\_\_\_

Witness:

\_\_\_\_\_

(Corporate Seal)

\*\* Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

## PAYMENT BOND

Know All Men by These Presents:

That We, \_\_\_\_\_ (CONTRACTOR) hereinafter called the PRINCIPAL, and \_\_\_\_\_ (SURETY) hereinafter called the SURETY, a corporation organized and existing under laws of the \_\_\_\_\_ of \_\_\_\_\_ are held and firmly bound unto \_\_\_\_\_, hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of \_\_\_\_\_ dollar (\_\_\_\_\_), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Witnesseth That:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated \_\_\_\_\_, 20 \_\_, to perform the WORK for the OBLIGEE, in connection with the \_\_\_\_\_ as set forth in the CONTRACT, DOCUMENTS; and \_\_\_\_\_ Public Works, City of Reading, Pennsylvania.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the "Public Works Contractors" Bond Law of 1967", P L 869 (the Act"); and

WHEREAS, the Act, in section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become binding upon the award of a CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL: and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided, inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the PROPOSAL then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assignees of the PRINCIPAL and of any such SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full all money which may be due any claimant supplying labor or materials in the prosecution and performance of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the PRINCIPAL or to any SUBCONTRACTOR of the PRINCIPAL in the prosecution of the WORK covered by the CONTRACT DOCUMENTS, including any amendment, extension or addition thereto. The term "claimant", where used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when he equipment rented is actually used at the site of the WORK covered by the CONTRACT. As required by the Act, the provisions of this BOND shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the CONTRACT DOCUMENTS.



As provided and required by the Act, the PRINCIPAL and the SURETY agree that any claimant, who has performed labor or furnished material in the prosecution of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the last day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this BOND, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that:

- (a) Any claimant who has a direct contractual relationship with any SUBCONTRACTOR of the PRINCIPAL, but has no contractual relationship, express or implied, with the PRINCIPAL, may institute an action upon this BOND only if such claimant first shall have given written notice, served in the manner provided in the Act, to the PRINCIPAL, within ninety (90) days from the date upon which such claimant performed in the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the WORK was performed or to whom the material was furnished; and
- (b) No action upon this BOND shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and
- (c) Every action upon this BOND shall be instituted either in the appropriate court of the County where the WORK is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the PROJECT, to which the CONTRACT relates, is situated, and not elsewhere.

This BOND is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the PRINCIPAL is a foreign corporation (incorporated under the laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this BOND are and shall be that the PRINCIPAL or the SURETY shall not be discharged from liability on this BOND, nor this BOND surrendered until such PRINCIPAL files with the OBLIGEE a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said PRINCIPAL or any foreign corporation,

SUBCONTRACTOR thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L 493, of the Commonwealth of Pennsylvania.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this day \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_.

(INDIVIDUAL PRINCIPAL)

\_\_\_\_\_(Seal)  
(Signature of Individual)

Witness:  
  
\_\_\_\_\_

Trading and Doing Business as:  
  
\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

\_\_\_\_\_(Seal)  
(Name of Partnership)

Witness:  
  
\_\_\_\_\_

By:\_\_\_\_\_(Seal)  
(Partner)

Witness:  
  
\_\_\_\_\_

(Seal)

By:\_\_\_\_\_  
(Partner)

Witness:  
  
\_\_\_\_\_

By:\_\_\_\_\_(Seal)  
(Partner)

Witness:  
  
\_\_\_\_\_

By:\_\_\_\_\_(Seal)  
(Partner)

(CORPORATION PRINCIPAL)

(Name of Corporation) \_\_\_\_\_

(Vice) President

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation) \_\_\_\_\_

(Authorized Representative)

By: \_\_\_\_\_

Signed \_\_\_\_\_

\_\_\_\_\_  
(Title)

(CORPORATION SURETY)

(Name of Corporation) \_\_\_\_\_

(Attorney-In-Fact)

By: \_\_\_\_\_

Witness:

\_\_\_\_\_  
(Corporate Seal)

\*\* Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

WAGE RATE COMPLIANCE BOND

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
(Contractor)

\_\_\_\_\_, (hereinafter referred  
(Full Address)

to as EMPLOYER), \_\_\_\_\_, Insurance Company, a corporation organized  
(Surety Company)

and existing under the laws of the State of \_\_\_\_\_ (hereinafter referred to as SURETY),

are hereby severally held and firmly bound in the sum of \_\_\_\_\_ Dollars, being 50% of the

estimated or bidden price of the contract, lawful money of the United States of America, unto the City of

Reading, City Hall, 815 Washington Street, Reading, PA, 19601-3690, (hereinafter referred to as CITY), as its  
interests may appear.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH \_\_\_\_\_ that if Employer and any  
subcontractors shall promptly pay wages due their employees for work performed under an agreement dated  
\_\_\_\_\_, 20\_\_\_\_ (including amendments thereto), between Employer and City based on the  
minimum prevailing wages specified in said Agreement as published by the United States Department of Labor  
and as reflected in a Contract between Employer and City, dated \_\_\_\_\_, 20\_\_\_\_, then the above obligation  
shall be void, otherwise it shall remain in full force and effect.

The Surety's obligation under this Bond shall cover payments due as aforesaid for work performed by  
employees during the period commencing \_\_\_\_\_, 20\_\_\_\_, and ending with the completion  
of the project in accordance with a certificate of Completion issuable by the City.

We, the said Employer and Surety, and each of us do bind and oblige ourselves, to the extent of our respective liabilities hereunder, as well as our heirs, executors, administrators, successors and assigns, and every one of them, firmly by these presents.

SIGNED, SEALED, AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(INDIVIDUAL PRINCIPAL)

\_\_\_\_\_  
(Signature of Individual) (Seal)

Witness:

\_\_\_\_\_

Trading and Doing Business as:

\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

\_\_\_\_\_  
(Name of Partnership) (Seal)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

(CORPORATION PRINCIPAL)

(Name of Corporation) \_\_\_\_\_

(Vice) President

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation) \_\_\_\_\_

(Authorized Representative)

By: \_\_\_\_\_

(CORPORATION SURETY)

(Name of Corporation) \_\_\_\_\_

(Attorney-In-Fact)

By: \_\_\_\_\_

Witness:

\_\_\_\_\_

(Corporate Seal)

\*\* Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_ hereinafter called the PRINCIPAL, and  
(CONTRACTOR)

\_\_\_\_\_ hereinafter called the SURETY, a corporation organized and existing  
(SURETY)

under laws of the \_\_\_\_\_ of \_\_\_\_\_, are held and firmly

bound unto \_\_\_\_\_, hereinafter called the OBLIGEE, as hereinafter set (OWNER)

forth, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents,

## WITNESSETH THAT:

Whereas, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated \_\_\_\_\_, 20\_\_\_\_ to perform the WORK for the OBLIGEE, in connection with the construction of \_\_\_\_\_ as set forth in the

CONTRACT  
DOCUMENTS as prepared by the CITY OF READING.

Now, therefore, the condition of this BOND shall be such that: If the PRINCIPAL shall remedy, without cost to the OBLIGEE, all defects which may develop during the period of one (1) year from the date of completion by the PRINCIPAL and final acceptance of the OBLIGEE of the WORK performed in accordance with the CONTRACT DOCUMENTS, which defects, in the sole judgment of the OBLIGEE, shall be caused by or shall result from defective or inferior materials or workmanship, and if the PRINCIPAL shall satisfy all claims and demands arising from or related to such defects or growing out of such defects. and if the PRINCIPAL shall indemnify completely and shall save harmless the OBLIGEE from any and all costs and damages which the OBLIGEE may sustain or suffer by reason of the failure so to do; and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall be and shall remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(INDIVIDUAL PRINCIPAL)

Reading Public Library – Main Branch – Fire Alarm and Detection Installation  
2020

\_\_\_\_\_(Seal)  
(Signature of Individual)

Witness:

\_\_\_\_\_

Trading and Doing Business as:

\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

\_\_\_\_\_(Seal)  
(Name of Partnership)

Witness:

\_\_\_\_\_

By:\_\_\_\_\_(Seal)  
(Partner)

Witness:

\_\_\_\_\_

By:\_\_\_\_\_(Seal)  
(Partner)

Witness:

\_\_\_\_\_

By:\_\_\_\_\_(Seal)  
(Partner)

Witness:

\_\_\_\_\_

By:\_\_\_\_\_(Seal)  
(Partner)



(CORPORATION PRINCIPAL)

(Name of Corporation) \_\_\_\_\_

(Vice) President

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation) \_\_\_\_\_

(Authorized Representative)

By: \_\_\_\_\_

(CORPORATION SURETY)

(Name of Corporation) \_\_\_\_\_

(Attorney-In-Fact)

By: \_\_\_\_\_

Witness:

\_\_\_\_\_

(Corporate Seal)

\*\* Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

STATEMENT ACCEPTING PROVISIONS OF WORKERS' COMPENSATION ACT

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

The undersigned contractor has accepted the provisions of the Workers' Compensation Act of Pennsylvania, with all supplements, and has insured liability thereunder in accordance with the terms thereof with the insurance company whose signature is attached hereto.

For Individual

\_\_\_\_\_(SEAL)

FOR CORPORATION

\_\_\_\_\_  
(Name of Corporation)

By:\_\_\_\_\_  
(Official Title)

Attest:\_\_\_\_\_  
(Secretary or Asst. Secretary)

FOR PARTNERSHIP

\_\_\_\_\_  
(Name of Partnership)

By:\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)  
(Partners)

\_\_\_\_\_(Name of Insurance Company)

By:\_\_\_\_\_  
(Attorney-In-Fact)

STIPULATION AGAINST LIENS

WHEREAS, \_\_\_\_\_, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

(SEAL)

\_\_\_\_\_  
(CITY OF READING)

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

ATTEST:

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

ATTEST:

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated \_\_\_\_\_, 20 \_\_, providing for the \_\_\_\_\_ City of Reading, Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, \_\_\_\_\_, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said \_\_\_\_\_ by the City of Reading, receipt whereof is hereby acknowledged, the said \_\_\_\_\_ agrees to indemnify and save harmless the CITY OF READING, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Title)

NOTICE TO PROCEED

TO:

Project \_\_\_\_\_

Contract No. \_\_\_\_\_

Amount of Contract \_\_\_\_\_

You are hereby notified to commence work on the referenced contract on or before \_\_\_\_\_, 20\_\_\_\_, and shall fully complete all of the work of said contract within \_\_\_\_\_ consecutive calendar days thereafter. Your completion date is therefore \_\_\_\_\_, 20\_\_\_\_\_.

The contract provides for an assessment of the sum of \$ \_\_\_\_\_ as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of foregoing Notice to Proceed is hereby acknowledged

By \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

## PREVAILING WAGE RATES

## **SUPPLEMENTARY GENERAL TERMS AND CONDITIONS**

### **1. Lead-Based Paint Hazard**

The contractor is hereby specifically made aware of the HUD lead-based paint regulations, 24 CFR, Part 35, which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this contract involves residential structures, the contractor will comply with the lead-based paint regulations.

### **2. Compliance With Air and Water Acts**

The contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 32 USC 1251 et seq., and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

The contractor and any of its subcontractors for work funded under the contract which is in excess of \$100,000 agree to the following agreements:

(a) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.

(b) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act; as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(c) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(d) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this Section in every non-exempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c) (l) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

### **3. Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or Other Public Officials**

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the contract.

#### **4. Prohibition Against Payments of Bonus or Commission**

The assistance provided under the contract shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this contract, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; Provided, however, that reasonable fees or bona-fide technical consultant managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

#### **5. Energy Conservation Provisions**

The contractor must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

#### **6. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

#### **7. Executive Order 11625 – Minority Business Enterprise**

(a) It is the policy of the City to take positive steps to maximize the utilization of minority business enterprises in all contract activity administered by the City.

(b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract.

As used in the contract, the term "minority business enterprise" means a business, at least fifty percent (50%) of which is owned by minority group members, or in the case of publicly owned businesses, at least fifty-one percent (51%) of the stock is owned by minority group members. For the purpose of this definition, minority groups are members of Blacks, Hispanics, Asians, Native Americans, Alaskans, or Pacific Islanders.

#### **8. Executive Order 12138 – Women's Business Enterprise**

(a) It is the policy of the City to take positive steps to maximize the utilization of women business enterprises in all contracts administered by the City.

(b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract.

As used in the contract, the term "women business enterprise" means a business, that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

#### **9. Age Discrimination Act of 1975**

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.



**10. Section 504 Handicapped (if \$2,500 or over)**

**Affirmative Action for Handicapped Workers:**

**(a)** The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**(b)** The contractor agrees to comply with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

**(c)** In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

**(d)** The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

**(e)** The contractor will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

**(f)** The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

## SECTION 3 REQUIREMENTS

### SECTION 3 CLAUSE AND CERTIFICATION FOR COMPLIANCE FOR TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOW INCOME PERSONS

(Contracts over \$100,000)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. of 1701u) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of the contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of worker with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 (if subcontract is over \$100,000), and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contacts.
- G. The following forms: Contractor's Certification of Compliance with Section 3, Workforce Needs Table (Attachment I) and Utilization of Section 3 Business Concerns (Attachment II) must be completed and submitted to the Bureau of Development and Inspections **PRIOR** to executing the contract in order to determine compliance with Section 3 requirements. The Bureau will determine the acceptability of the submission.

\_\_\_\_\_  
COMPANY

By:

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**ATTACHMENT I****WORKFORCE NEEDS TABLE****TOTAL # OF LOW INCOME CITY RESIDENTS TO BE HIRED \***

TOTAL # OF SKILLED WORKERS OCCUPATION CATEGORY +	TOTAL # OF TRAINEES ON PAYROLL	TOTAL # OF SKILLED WORKERS ON PAYROLL	TOTAL # OF TRAINEES TO BE HIRED	TO BE HIRED	SKILLED WORKERS	TRAINEES

**TOTALS:**

\* The numerical goal for hirees is 20% of the aggregate number of new hires.

+ These classifications should relate to the classifications found in the wage rate determination.

**EMPLOYMENT AND TRAINEE CERTIFICATION**

A. The Company hereby certifies that the above table represents the approximate number of employee and trainee positions required in the execution of this contract and which are not presently filled by regular and permanent employees and also represents the number of low income City residents that the company proposes to make good faith efforts to employ.

B. The Company certifies that it will make a good faith effort to employ the number of lower income employees and trainees stated above utilizing: [1] such community based organizations and service agencies as the Spanish Speaking Council of Reading and Berks County, Berks Employment and Training Office, Berks Community Action Program, Reading Housing Authority Tenant Councils, and any others that may assist in meeting the goals; and [2] on-site company employment posters.

C. The Company certifies that the trainees to be utilized on the project in no event is less than the number of trainees determined by the Secretary of Labor for each construction occupation.

\_\_\_\_\_  
COMPANY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Authorized Signature)

ATTACHMENT II

UTILIZATION OF SECTION 3 PROJECT BUSINESSES

The Company shall require the services of companies engaged in the business of:

PROPOSED SUPPLIERS AND SUBCONTRACTORS	ESTIMATED \$ AMOUNT	SECTION 3 (YES OR NO)*

\* The numerical goal for committing to award to Section 3 business concerns is at least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction; and, at least 3% of the total dollar amount of all other Section 3 covered contracts.

NOTE: A Section 3 business concern is defined as business: [1] that is 51% or more owned by Section 3 residents; or [2] whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or [3] that provide evidence of a commitment to subcontract in excess of 25% of the dollar award of a subcontract to be awarded to business concerns that meet the qualifications set forth in number 10 and 20 of this definition. The Company certifies that it will make a good faith effort to utilize business concerns located in the City of Reading to the greatest extent feasible for Contract No. \_\_\_\_\_ in contracting for work to be performed in connection with the completion of the contract.

\_\_\_\_\_ COMPANY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Authorized Signature)

## GENERAL PROVISIONS

## GENERAL PROVISIONS

G.1 SUB-HEADINGS. The paragraph headings are inserted in these provisions and the following specifications for convenience only and shall not be considered as interpreting or limiting the application of paragraphs.

G.2 DEFINITIONS. The following terms and expressions used in this contract and specifications shall be understood as follows:

The expression "The City" shall mean the City of Reading, Pennsylvania, the party of the first part to this contract.

The word "Engineer" shall mean the Engineer, Architect, or other official in direct charge of the work for the City or his authorized representative as designated by the applicable Director.

The word "Inspector" shall mean an inspector of the City assigned to the inspection of materials, structures and workmanship under this contract.

The word "Contractor" shall mean the party of the second part to this contract, whether a corporation, partnership, or individual.

The word "Specifications" shall mean the specifications describing the work, the drawings, and the general provisions.

The word "Drawings/Plans" shall mean the general drawings, plans, maps, diagrams or illustrations accompanying these specifications, and such supplementary drawings as may be furnished from time to time.

The term "Materials" as used herein includes, in addition, to materials incorporated in the project used or to be used in the operation thereof, equipment and other materials used and/or consumed in the performance of the work.

Wherever in the specifications the words "to be," "to be done," "if," "as," "directed," "required," "permitted," "ordered," "instructed," "designated," "considered necessary," or words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation or decision of the Fire Marshal is intended, and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, acceptable or satisfactory to, the applicable Director or the Fire Marshal, unless the context show that another meaning is plainly intended.

G.3 SPECIFICATIONS AND DRAWINGS. The specifications and drawings are intended to cover all of the work that is known to be required to effect a complete installation. They are intended to be mutually explanatory of each other, but should any discrepancy or inconsistency appear or any misunderstanding arise as to the import of anything contained in either the specifications or the drawings, the interpretation of the doubtful portions will be made by the Fire Marshal, whose decision shall, in all cases, be final and binding on the Contractor. Any materials or workmanship obviously necessary to satisfactory completion shall be furnished and installed whether or not specifically shown or mentioned. Any corrections of errors or omissions in the specifications or drawings, or both, may be made by the Fire Marshal when such correction is necessary for the proper fulfillment of their intention as determined by him/her. Figures shall have preference over scale in reading dimensions. Copies of the specifications and drawings shall be kept constantly at the work. Any supplementary or detail drawings which may be made by the Fire Marshal subsequent to the date of this contract, relating to the work herein contemplated, as showing more particularly the details of the work to be done, or specifications and the drawings furnished by the Contractor and approved by the Fire Marshal, are, and are to be held to be, controlling parts of this contract insofar as they do not conflict with other provisions of the contract.

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in the plans or in the layout as given by the points and instructions furnished by the Fire Marshal, it shall be his duty to inform the Fire Marshal, in writing, and the Fire Marshal shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

**G.4 FIRE MARSHAL TO DECIDE.** All work under this contract shall be done in a manner acceptable to the Fire Marshal, who shall determine the amount, quality, acceptability and fitness of the several kinds of work and material which are to be paid for hereunder, and shall decide all questions which may arise as to measurements of quantities and the fulfillment of the conditions of this contract on the part of the Contractor.

**G.5 WORK TO BE DONE IN ACCORDANCE WITH SPECIFICATIONS AND DRAWINGS.** The work at all stages of its completion must conform with the specifications and drawings and with the lines and grades and other instructions of the Fire Marshal, as given from time to time during the progress of the work. In no case will any work in excess of the requirements of the drawings as interpreted by the Fire Marshal be paid for unless authorized in writing by the Fire Marshal.

**G.6 RIGHT TO MAKE CHANGES IS RESERVED.** The City reserves the right to make alterations in the location, lines, grade, plan, form dimensions, numbers or materials of the work herein contemplated, either before or after the commencement of construction. If such alterations diminish the amount of work to be done, they shall not form the basis for a claim for damage or for loss of anticipated profits from the work which may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity of work actually done and at prices stipulated for such work under this contract. All work actually done under a unit price (where applicable) contract, whether more or less than the quantity estimated or specified, shall be paid for by the determined units, on the basis of the bid per unit in the proposal.

**G.7 EXTENSION OF TIME.** If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City, or by City employees, or by any other contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any cause which the Fire Marshal shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide subject to the approval of the applicable Director.

No such extension shall be made for delay due to rejection of defective materials or workmanship or for any delay occurring more than seven (7) days before claim therefore is made in writing to the Fire Marshal. In the case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed because of any delay in the furnishing of drawings to the Contractor.

**G.8 ADEQUATE PLANT AND METHODS.** The Contractor shall furnish such construction plant and use such methods and appliances as will secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time specified. Before starting the installation of the construction plant, the Contractor shall submit to the Fire Marshal, for approval, a plan showing the general arrangement of the plant to be installed and the proposed facilities for storage of materials and equipment. If at any time the plant or any portion of it shall appear to the Fire Marshal to be, or likely to become, inadequate, incomplete, faulty or unsafe, the Contractor shall promptly obey the orders of the Fire Marshal to supplement or to remove or replace the same; but the failure of the Engineer to issue such orders shall not relieve the Contractor of his responsibility for the efficiency, adequacy and safe operation of the plant.

He shall cover and protect his work from damage, and all injury to the same, before completion of the contract.

He shall be financially responsible for all damage to the party of the first part or its property, to other contractors, to the neighboring premises, or to any private or personal property, for any cause whatsoever, during the period of the contract.

**G.9 WORKERS.** The Contractor shall employ only competent and skillful employees to do the work, and whenever the Fire Marshal shall notify the Contractor, in writing, that any person on the work is, in his/her



opinion, incompetent, unfaithful or disorderly, uses threatening or abusive language to any official having supervision of the work, or is in any other way unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the consent of the Engineer.

Neither party shall employ or hire any employee of the other party without the latter's consent.

G.10 WAGES. All employees directly employed on this work shall be paid wages which shall in no event be less than the minimum hourly wage rates for skilled, semi-skilled, and unskilled labor prescribed by the Commonwealth of PA Prevailing Wage Act, P.L. 987 as may be amended, if applicable.

G.11 PENALTY FOR FAILURE TO LIVE UP TO MINIMUM WAGE CONTRACT. A penalty shall be exacted from the Contractor in an amount equal to twice the difference between the minimum wage contained in the prescribed wage rates, and the wage actually paid to each laborer or mechanic for each day during which he has been employed at a wage less than that prescribed.

G.12 INSPECTORS TO REPORT VIOLATIONS. Every person assigned as an Inspector of the work to be performed under this contract, in order to aid in enforcing the fulfillment of the minimum wage requirements thereof, shall, upon observation or investigation, report to the applicable Director, all violations of minimum wage stipulations, together with the name of each laborer or mechanic who has been paid a wage less than that prescribed, and the day or days of such violation.

G.13 PENALTIES TO BE WITHHELD FROM MONEYS DUE THE CONTRACTOR.

All minimum wage violation penalties shall be withheld and deducted for the use of the City from any moneys due the Contractor by the City; provided, that if the Contractor subsequently pays to all laborers and mechanics the balance of the amounts stipulated as minimum wages, the City shall pay to the Contractor the amounts so withheld.

G.14 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES. The Contractor hereby assumes all responsibility for himself/herself, his/her agents and employees growing out of connection with the execution of the work called for by this contract, for the violation of, City ordinances and the laws governing contract work in the Commonwealth of Pennsylvania. The Contractor further agrees to hold the City of Reading harmless from all responsibility for employees on this work under the Workmen's Compensation Act of the Commonwealth of Pennsylvania, and to carry insurance on his/her employees, as provided thereby.

G.15 CONTRACTOR REPRESENTED ON THE WORK. The Contractor shall give personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a competent superintendent, on the site of the work, continuously during its progress. Such representative shall have authority to receive and to act without delay upon all instructions of the Fire Marshal or assistants in the prosecution of the work in conformity with the contract.

In so far as it is practicable, all orders given by the Fire Marshal to the Contractor shall be in writing. In those cases where orders are given orally they shall be confirmed in writing. Orders or directions, written or oral, from the Fire Marshal, delivered to the Contractor's office shall be considered as delivered to the Contractor.

G.16 REPRESENTATIVE MUST BE PRESENT. In case the Fire Marshal or a representative may at any time have occasion to give directions regarding the work for the reason that the same is not, in the Engineer's opinion, being carried out in accordance with the provisions of this contract, and should there be no responsible representative of the Contractor on the ground empowered to receive such instructions, the Engineer or a representative shall order that particular portion of the work to be stopped until such representative of the Contractor appears and receives instructions. It is hereby agreed that suspensions of the work for such cause shall not entitle the Contractor to claims for damage of any kind, nor to an extension of the time in which to complete the work to be done under this contract.

G.17 LEGAL ADDRESS OF CONTRACTOR. The address given in the bid or proposal upon which this contract is based is hereby designated as the legal address where all notices, letters and other communications to the Contractor shall be mailed or delivered prior to the beginning of the work provided for in this contract. The delivery at the above-named place, or depositing in a post-paid wrapper directed to the

above place, in any post office box regularly maintained by the post office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor and the date of said service shall be the date of such delivery or mailing.

**G.18 CHANGE IN ADDRESS.** Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

**G.19 LAWS, ORDINANCES AND REGULATIONS.** The Contractor shall be fully informed as to all laws, ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction over the same, if any discrepancy or inconsistency shall be discovered in this contract, specifications or drawings, in relation to any such law, ordinance, population, order or decree, the contractor shall immediately report the same in writing to the Fire Marshal. At all times the Contractor shall observe and comply with all laws, ordinances, regulations, orders and decrees which may be in effect during the progress of this contract; and shall indemnify and save harmless the City and its officers and employees against any claim or liability arising from the violation of any legal requirement in the prosecution of this contract.

**G.20 INDEMNIFICATION OF CITY.** In case any action at law, proceeding in eminent domain, or suit in equity may or shall be brought against the party of the first part, or any of its offices or agents, for or on account of the failure, omission or neglect of the Contractor or the subcontractors, his/her or their employees or agents, to do and perform any of the covenants acts, matters, or things by this contract undertaken to be done or performed by the Contractor or subcontractors, his/her or their employees or agents, or for any injury or damage caused by the negligence of the Contractor or subcontractors, his/her or their employees or agents, or for damage or injury for which the Contractor undertakes responsibility under the provisions of this contract, the Contractor shall immediately assume and take charge of the defense to such actions, proceedings or suits in like manner and to all intents and purposes, as if said actions, proceedings or suits had been brought directly against the Contractor; and the Contractor shall also indemnify and save harmless the party of the first part, its officers and agents, of and from all loss, cost or damage whatever arising out of such actions, proceedings or suits as may or shall be brought as aforesaid.

**G.21 SUITS AND CLAIMS.** The Contractor agrees to indemnify and save harmless the City of Reading, the applicable Director, the Fire Marshal, and their assistants, from all suits or actions of every name and description, either in law or in equity, including proceedings in eminent domain for the recovery of consequential damages, or for or on account of use of patented appliance, brought against them or either of them, or for any damage or injuries received or sustained by any party or parties, person or persons, natural or artificial, either in the performance or as a result of the work under this agreement, regardless of whether such suits, actions or proceedings brought are based or grounded upon negligence of the Contractor, the subcontractors, or his/her or their agents, servants or employees. The Contractor further agrees that all or as much of the monies due under this agreement as shall be or may be considered necessary by the applicable Director, shall or may be retained, without any liability of the City to the Contractor, for interest thereon because of the retention thereof, until all such suits, proceedings or claims have been settled or terminated, and satisfactory evidence to that effect furnished to the applicable Director, provided however, that no such monies shall be retained by the City after six (6) years following the completion and acceptance of the work under the contract, excepting for or on account of claims filed or suits or proceedings begun before the expiration of the applicable statute of limitations.

**G.22 RESPONSIBILITY FOR INJURY.** The Contractor shall assume all responsibility for loss, damage or injury to persons or property arising out of the nature of the work, from the actions of the elements, or from any unforeseen or unusual difficulties over which the City has no control, in addition to and without limiting the Contractor's liability under the other provisions of the contract.

**G.23 CONTRACTOR'S CLAIMS FOR DAMAGE.** If the Contractor claims compensation for any damage alleged to have been sustained by reason of any act or omission on the part of the City or any of its agents, he shall, within one (1) week after the sustaining of such damage, make a written statement to the Fire Marshal of the nature of the damage sustained, and shall, on or before the fifteenth (15th) day of the month succeeding that in which any such damage shall have been sustained, file with the Engineer an itemized statement of the details and amounts of such damage, and unless such statement shall be made as so required, the claim for compensation shall be forfeited and invalid, and the Contractor shall not be entitled to payment on account of any such damage.

**G.24 LINES AND GRADES.** All lines and grades will be given by the Engineer, but the Contractor shall provide such material and give such assistance therefore as may be required by the Engineer, and the marks so given shall be carefully preserved. The Contractor shall keep the Fire Marshal informed, a reasonable time in advance, of the time and places a which he/she intends to work, in order that lines and grades may be furnished and necessary measurements for record and payment made with the minimum inconvenience to the Engineer or delay to the Contractor. No claim for extra payment will be allowed for the cost to the Contractor of any material, work or delay occasioned by giving lines and grades, or making necessary measurements or inspections, as all such cost shall be considered to have been included in the price bid for the work.

**G.25 INSPECTION.** The Fire Marshal will appoint such person or persons as may be deemed necessary to inspect properly the materials furnished and the work done under this contract, and to see that the same correspond strictly with these specifications. Such materials and workmanship shall always be subject to the approval of the Fire Marshal, but no inspection, approval or acceptance of any part of the work herein contracted for or of the materials used therein, nor any payment on account thereof, shall prevent the rejection of said work or materials at any time thereafter during the existence of this contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.

The Contractor shall permit, or secure permission for the Fire Marshal or a duly authorized Inspector or representative to enter any manufactory, shop or other place where any material for, or part of the work is being prepared, manufactured or constructed, at any time when such work is in progress. The Contractor shall furnish and prepare, or cause to be furnished or prepared, without charge, all such assistance, appliances, samples of materials and test specimens as may be ordered by the Fire Marshal or such Inspector or representative for the purpose of making official tests and investigations. The Fire Marshal shall be notified of the time and place of preparation, manufacture or construction of any material for, or part of the work which he/she may wish to inspect before delivery at the site of the work. Such notification shall be give a sufficient time in advance of the beginning of the work on such material or part to allow arrangements to be made for inspection and testing.

**G.26 NIGHT WORK.** No night work, except for the inspection of lighting, requiring the presence of the Fire Marshal or Inspector will be permitted except in case of emergency, and then only with the written consent of the Fire Marshal and to such an extent as may be judged necessary.

**G.27 SUNDAY WORK.** No Sunday work will be permitted, except in case of great emergency, and then only with the written consent of the Engineer, and to such extent as is absolutely necessary.

**G.28 NO WORK IN BAD WEATHER.** No work shall be done under this contract when, in the opinion of the Engineer, the weather is unsuitable for good and careful work to be performed. No concrete work shall be done on days on which the temperature falls below 25 degrees Fahrenheit. Should the severity of the weather continue such that the work cannot be prosecuted successfully, the Contractor, upon order of the Fire Marshal, shall cease all such work until directed to resume the same. In the latter case, suitable extension of time shall be allowed to compensate for time actually lost as provided for in Article G.7.

**G.29. NOT TO SUBLET OR ASSIGN.** The Contractor shall give personal attention constantly to the faithful prosecution of the work and shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or his/her title, right or interest in or to the same or any part thereof, nor shall the Contractor assign, by power of attorney or otherwise, any of the monies due or to become due, nor issue any order or orders or drafts on the Controller or Treasurer of the City of Reading for any monies due or to become due under this contract, unless by and with the consent of the City first duly had and obtained by resolution entered upon the minutes of said City.

**G.30 RIGHT OF PROPERTY IN MATERIALS.** Nothing in this contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached to or incorporated in the work, nor in materials which have been estimated for partial payment, but all such materials, upon being so attached, incorporated or estimated, shall become the property of the City.

**G.31 DEFECTIVE MATERIALS AND WORKMANSHIP.** No materials of any kind shall be used until they have been examined and approved by the Engineer, who shall have full power to condemn any work and materials not in accordance with the specifications, and to require the Contractor to remove any work or materials so condemned. Inspections of the work shall not relieve the Contractor from any of his/her obligations to fulfill the contract as herein described, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work or materials may have been previously overlooked by the Engineer and accepted or estimated for payment if the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall immediately make good such defect in a manner satisfactory to the Fire Marshal, and if any material brought upon the ground for use in the work shall be condemned by the Fire Marshal as unsuitable or not in conformity with the drawings or specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. If the Contractor shall fail to remove or replace any defective or damaged materials or work after reasonable notice, the Engineer may cause such material or work to be removed or replaced, and the expense thereof shall be borne by the Contractor.

**G.32 RESPONSIBILITY FOR WORK.** The Contractor shall be held responsible for any or all materials or work to the full amount of all payments made thereon, and shall be required to make good, at his/her own cost, any injury or damage which said materials or work may have sustained from any source or cause whatever before its final acceptance.

**G.33 CONDITIONS UNDER WHICH CITY MAY COMPLETE WORK.** If the work to be done under this contract shall be neglected or abandoned, or the contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Fire Marshal shall be of the opinion, and shall so certify in writing to the City's representative, that the rate of progress is insufficient or that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor is violating any of the provisions of this contract or carelessly executing any portion of the work, the City may notify the Contractor and surety in writing to fulfill the conditions of the Contract; and should the Contractor or the surety fail to comply with said notice within ten (10) days, the City may notify the Contractor and the surety to discontinue all work, or any part thereof; and thereupon the Contractor and the surety shall discontinue said work, or said part thereof as the City may designate; and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the expenses thereof to the Contractor or the surety; and may take possession of and use therein such materials, animals, machinery, equipment, implements and tools of every description as may be found upon the work. The expense so incurred shall be deducted and paid by the City out of any monies then due or to become due the Contractor under this contract; or any part thereof; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the latter sum, the Contractor or the surety shall pay the amount of such excess to the party of the first part.

**G.34 ALL PARTS OF WORK COVERED.** The Contractor further agrees that the following clauses relative to the construction of the work shall apply to each and all of the separate parts of the work, as though specially mentioned under the different headings in the specifications:

Delivery of Materials - The Contractor shall be entirely responsible for delivery of all materials to the site of the work, making the arrangements therefore.

Materials Properly Stored - The materials to be used in construction shall be protected from deterioration and damage, and shall be so disposed of as not to endanger the work and in such manner that full access may be had at all times to all work under construction or completed.

Surplus Materials Removed - All parts of the work shall be kept in as neat and orderly condition as circumstances will permit and upon completion of the work, all surplus materials, earth, sand, rubbish and refuse of every kind, and all tools, machinery, equipment and other materials belonging to the Contractor shall be removed from the construction works and adjoining premises so as to leave everything in an acceptable condition, within a week after receipt of final certificate.

**G.35 ESTIMATED QUANTITIES APPROXIMATE.** In unit price contracts, the quantities of the various classes of work to be done and materials to be furnished under this contract, as estimated by the Engineer and listed in Specifications, attached hereto, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the work under this contract; and neither the City nor the Council nor any member of the Council of the City of Reading is to be held responsible if any of the said estimated quantities shall be found to be not even approximately correct in the construction of the work; and the Contractor shall make no claim for damages on anticipated profits or loss of profit, because of a difference between the quantities of the various items of work actually done or materials actually furnished and the estimated quantities stated in the Specifications, or because of the entire omission of any of the quantities or items stated in the Specifications.

**G.36 EXTRA WORK.** The Contractor shall do any work not herein otherwise provided for which, in the opinion of the Engineer, is necessary for the proper completion of the work, but not such work will be allowed or paid for except on a written order of the Engineer, and there shall be no claim for extra work or materials or for damage sustained except under this Article. The extra work order issued by the Engineer shall specify the basis of payment for the extra work. Any extra work or changes in the work involving changes in the plans and/or specifications shall be approved by the applicable Director, prior to the execution of the work.

**G.37 MONTHLY ESTIMATES.** Current payments for work done under this contract will be made as follows: on invoices submitted by the Contractor and approved by the Engineer or Architect. Ten percent (10%) of each General Contractor invoice request shall be retained by the City on this contract until it is completed up to City codes and contract specifications and approved by a City Official or person representing a City Official Architect or Engineer.

It is further agreed and understood that inclusion of any portion of the work in the monthly estimate shall not be construed as final approval or acceptance of the same.

**G.38 CONTRACTOR SHALL PREPARE FOR FINAL INSPECTION.** Upon the completion of the work the Contractor shall tear down and remove all temporary buildings and structures built by the Contractor, remove and thoroughly clear away all debris, forms and surplus materials and leave the site of the work in a neat and satisfactory condition, and shall notify the Engineer when the work is ready for final inspection.

**G.39 WORK TO BE PROPERLY PERFORMED.** It is expressly understood that acceptance of work and materials during construction will not imply final acceptance of the work, if the final inspection shall disclose faulty workmanship or materials; and all work of whatever kind that, during its progress and before it is finally accepted, may become damaged from any cause, shall be repaired in a manner satisfactory to the Engineer or, if necessary, shall be broken up and removed and replaced with good and satisfactory work by the Contractor at his own expense. All work of every description shall be the best of its respective kind; and everything not particularly specified herein shall be done and finished in the best manner, and as is usual in first-class work of the several kinds.

Failure or neglect on the part of the Engineer, or any authorized agents to condemn or reject any bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if such bad or inferior materials or work becomes evident at any time prior to the final acceptance of the work and the release of the Contractor by the Council of the City of Reading; nor shall it be construed as barring the City of Reading at any subsequent time from the recovery for damages of such sum of money as may be needed to build a new all portions of the work in which fraud was practiced or improper materials hidden, whenever found.

**G.40 ACCEPTANCE AND FINAL PAYMENT.** Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer or Architect shall promptly make such inspection, and when he/she finds the work acceptable under the contract fully performed he/she shall promptly issue a final certificate, over his/her own signature, stating that the work provided for in this contract has been completed and is accepted under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor within (30) days after the execution of said final certificate.

**G.41 WAIVER.** Neither acceptance by the City, or any of its officers or employees, nor any order, measurement or certificate by the Engineer, nor any order by the City Council for payment of money, nor any payment for, nor any extension of time, nor any possession taken by the City or its officers or employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the City, or of any right to damage herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. All remedies provided in this contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided.

**G.42 ACCEPTANCE OF FINAL CERTIFICATE.** The acceptance by the Contractor of payment of the final estimate shall be conclusive evidence of acceptance and approval of estimates, accounting and deductions, and of full payment by the City for all work, labor, materials and services done or furnished hereunder, and of full satisfaction, discharge, release and waiver of all claims and demand of; or on behalf of the Contractor against the City, arising out of this agreement and the execution thereof. It is hereby further agreed that the Contractor shall not be entitled to demand or receive payment except in the manner set forth in this contract; and the Contractor further agrees that the final payment of the amount due under this contract and payment of the bills rendered for work done and materials furnished in accordance with any alterations of the same, shall release the City of Reading from any and all claims and liabilities on account of the work performed and materials furnished under said contract, or any alteration thereof.

**G.43 MAINTENANCE AFTER COMPLETION.** The Performance Bond shall remain in force for one (1) year from the date of completion and acceptance of the work under this contract, as security against any and all damage which may result from defects of materials or workmanship which may become apparent prior to the expiration of the one-year maintenance period. During this period the Contractor shall, promptly upon notification from the Engineer, repair all breaks and failures due to defects of material or workmanship at his own expense. If the Engineer shall deem it necessary and shall so direct, such repairs shall be made within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays making repairs ordered, or if delay would cause serious loss or damage, the City may undertake to have such repairs made or defects repaired without previous notice, and the expense of such repairs shall be borne by the Contractor or the surety. The Contractor shall be responsible for any damage resulting to any person or property from any violation of the guarantee and from unnecessary delays in making repairs.

**G.44 PRICES.** The City agrees to pay, and the Contractor agrees to receive, the price specified in the proposal submitted, as full compensation for furnishing all the materials called for, and for all labor and use of

all machinery, equipment and tools necessary for executing the work contemplated in this contract; for all royalties, for patents and patented materials, appliances and processes; also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen reasons, obstructions or difficulties which may be encountered in the prosecution of the work, for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of said work as herein specified, and for well and faithfully completing the work, and the whole thereof, according to the specifications and drawings and the requirements of the Engineer under them.

**G.45 NO EXTRA COMPENSATION.** The Contractor further agrees not to ask, demand, sue for, or recover for any extra compensation, for any materials furnished or work done under this contract, beyond the amounts payable for the several classes of work or kinds of materials herein enumerated, which shall be actually performed and furnished at the prices therefore herein agreed upon and fixed.

**G.46 CONTRACTOR TO TAKE OUT ALL PERMITS.** The Contractor shall take out all necessary permits required by agencies of the City of Reading and/or all other governmental agencies; shall give all notices required by law or ordinances; shall pay all fees and charges incident to the due and lawful prosecution of the work covered by the contract, and shall comply with all laws and regulations relating to buildings and public highways. All permits shall be at his expense.

**G.47 NO CLAIM FOR EXTRA WORK.** No claim for extra work or material shall be allowed to the Contractor, unless before the performance of all such extra work the applicable Director shall have first authorized the same in writing, and the price or prices to be paid therefore shall first have been agreed upon in writing between the Director and the Contractor, and the same shall have been done or furnished under a written order from the Director given before the performance of such extra work or the furnishing of such extra materials. All claims for extra work or materials in any month shall be made to the Director in writing before the fifteenth (15th) day of the following month, and failing to make such claim within the time required, the right of the Contractor to extra pay for such extra work or materials shall be deemed to have been waived and forfeited.

**G.48 WORK TO BE DONE TO THE SATISFACTION OF THE CITY ENGINEER.** All the work under this contract shall be done to the satisfaction of the City Engineer, who shall in all cases determine the amount, quality, acceptability and fitness of the several amounts of work and materials which are to be paid for hereunder and shall decide all questions which may arise as to the measurement of quantities in the fulfillment of this contract on the part of the Contractor, and shall determine all questions respecting the true construction or meaning of the plans and specifications, and the determination and decision thereon shall be final and conclusive; and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

**G.49 ENGINEER TO INSPECT AND REJECT.** The Engineer shall inspect the materials furnished and the work done, and see that the same strictly correspond to the specifications, and he shall at all times have free access to the works, storehouse and yard of the Contractor, and shall be privileged to take such samples therefrom as he may deem necessary; and if the work, or any material brought on the grounds for the use of the work, or selected for the same, shall be condemned by the Engineer, as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the work.

Before issuance of the final certificate the Contractor shall furnish evidence satisfactory to the Engineer that all payrolls, materials, bills and other indebtedness connected with the work have been paid.

It is understood and agreed by the parties hereto that the final estimate of the Engineer shall be evidence of the amount of work performed by the Contractor under and by virtue of this agreement, and shall be taken as the full measure of the compensation to be received by the Contractor. The aforesaid estimate shall be based upon the contract price for the furnishing of all the different materials and labor, and the performance of all the work mentioned in this contract, including the specifications, and where there may be any ambiguity therein, the Engineer's instructions shall be considered explanatory and the decision shall be final.

No inspection, approval or acceptance of any of the work herein contracted for, or of the materials used herein, or any payment on account thereof shall prevent the party of the first part from objecting to the acceptance of said work or materials at any time during the existence of this contract. Neither the inspection of the applicable Director, or Division Head, or the City Engineer or any of their employees nor any order, measurement or certificate by the City Engineer nor any order by the Director for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the Director of the Division of Planning, nor any extension of time, nor any possession taken by the Director or his employees, shall operate as a waiver of any provision of this contract, or any power herein reserved to the party of the first part, or of any right to damage herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other subsequent breach.

Any remedy provided in this contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings the party of the first part shall be entitled to as of right.

**G.50 CONTRACTOR NOT TO DISCOMMODE PRIVATE COMPANIES.** The Contractor shall afford while the work is underway, the necessary facilities to any and all companies owning railway tracks, pipes, subway ducts, or other surface, sub-surface or super-surface construction on the line of the work, in the preservation of the same from injury, all without charge therefore the expense to the City.

**G.51 EXAMINATIONS.** At any time before or after completion of the work, should the City Engineer require it, the Contractor shall make such openings, and to such extent, through such part or parts of the work, as the City Engineer may direct, and shall restore the work so distributed to the satisfaction of the City Engineer; and should the work, in the opinion of the City Engineer, whose decision shall be final and conclusive therein, be found faulty in any respect, the whole of the expense incurred thereby shall be defrayed by the Contractor, according to and upon the prices herein set forth, but if otherwise, by the City.



## SUPPLEMENTARY GENERAL TERMS & CONDITIONS

## SUPPLEMENTARY GENERAL CONDITIONS

### PENNSYLVANIA HUMAN RELATIONS ACT CONDITIONS

#### GENERAL

The CONTRACTOR shall conform to the provisions of Act No. 222 (October 27, 1955) and as amended and supplemented, known as the "Pennsylvania Human Relations Act", and in accordance with the provisions of the Regulations of the Pennsylvania Human Relations Commission, as adopted March 8, 1974, 4 Pa.B. 409, amended March 7, 1975, 5 Pa. B. 434, 16 Pa. Code Chapter 49.

#### NON-DISCRIMINATION PROVISION

During the term of this CONTRACT, the CONTRACTOR shall agree to the following provisions

(a) The CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

The CONTRACTOR shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice, to be provided by the OWNER, setting forth the provisions of this nondiscrimination clause.

(b) The CONTRACTOR shall in advertisements or requests for employment, placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

(c) The CONTRACTOR shall send each labor union or workers' representative or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the CONTRACTOR.

## SUPPLEMENTARY GENERAL PROVISIONS

### 1. Contract Work Hours and Safety Standards Act Provisions

The Contractor, if the contract is in excess of \$2,000, and any of his subcontractors, shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327- 330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight hours and a standard work week of forty hours. Work in excess of the standard work day or week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week. Section 5 of the Federal Labor Standards Provisions, for the Community Development Block Grant Program, dated 9/75, and appearing elsewhere in this Contract, sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safe and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

### 2. Lead-Based Paint Hazard

The Contractor is hereby specifically made aware of the HUD lead-based paint regulations, 24 CFR, Part 35, which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this Contract involves residential structures, the Contractor will comply with the lead-based paint regulations.

### 3. Compliance with Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 32 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement which is in excess of \$100,000 agree to the following requirements:

- (1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act; as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this Section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

4. Interest of Members, Officers, or Employees of Public Body,  
Member of Local Governing Body, or Other Public Officials

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

5. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; Provided, however, that reasonable fees or bona-fide technical consultant managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

ATTACHMENT 1  
1992 Restoration Plans

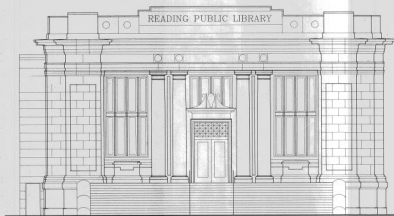
## ATTACHMENT 2

### Floor Plans

## INTERIOR RENOVATION

for the

## READING PUBLIC LIBRARY



BOARD OF TRUSTEES  
READING PUBLIC LIBRARY

Chester M. Winters, Chairman

Charles J. Adams, III	Helen Krafczek
Karen J. Larson	Dr. Charles A. Raitt
Rose M. Callaghirone	Margaret Saylor
Jan L. Deelman, Esq.	Kay Shurr
Edward Scull	Gerald P. Sigal, Esq.
Edith Fetterman	Beverly Wenrich
Barbara Grabias	Victor R. H. Yarnell

Edward Byers, Director of Libraries

MEDICAL 45-BIT DRIVERS  
ENCLOSURE TO B.I.

Arthur Leonard Galt  
P.O. Box 4946  
Greenville, Pa. 16131  
Age 36-1532

The Date: Dec. 1968 - Jan. 1969

A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z.

43 active By:  
James Auzan Chon

ST

July 26, 1996

## ARCHITECTS

SYNERGETICS ARCHITECTS  
535 COURT STREET  
READING, PA 19601  
215-373-0777  
FAX: 215-373-3410

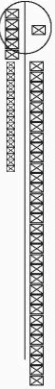
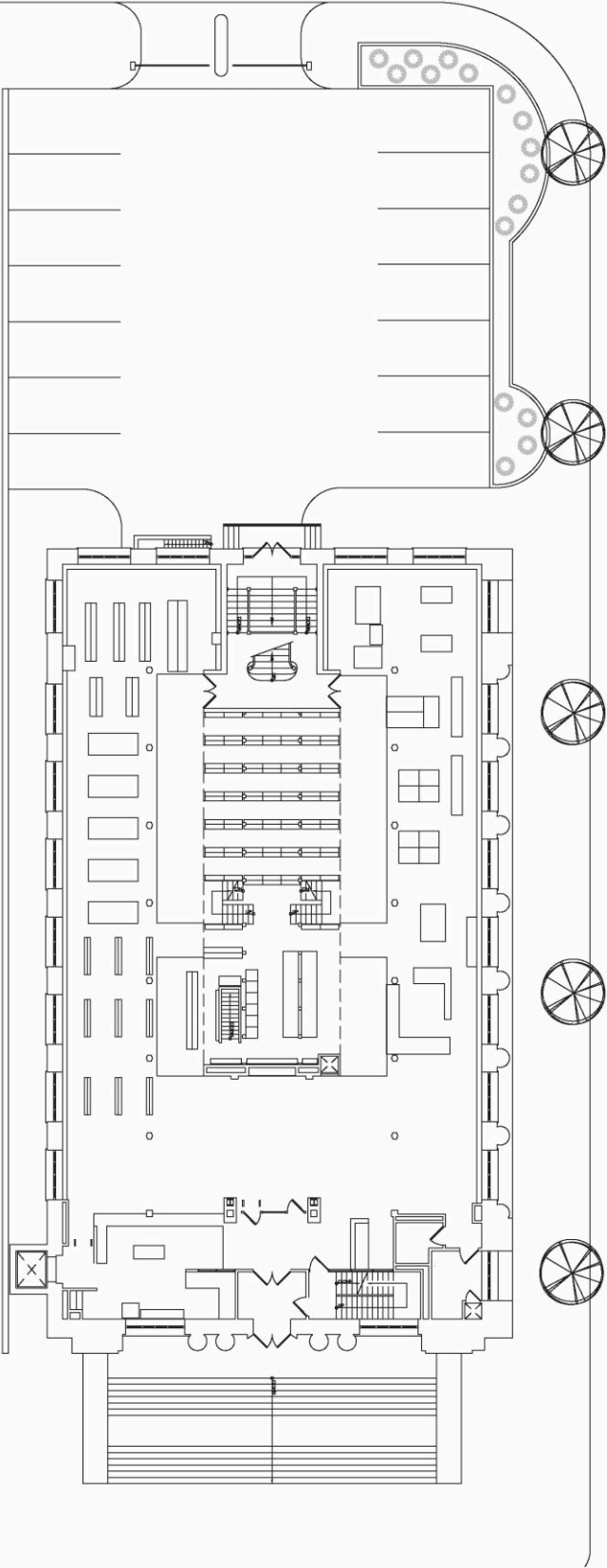
## MECHANICAL &amp; ELECTRICAL ENGINEER

CONSOLIDATED ENGINEERS  
35 S. DWIGHT STREET  
WEST LAWN, PA 19609  
215-670-1656  
FAX: 215-670-9956

Reviewed by:  
Jeffrey E. Harris, P.E.  
Qualified Engineer  
Marked: OK  
Jeffrey E. Harris, P.E.  
dharris

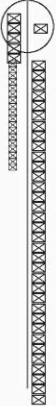
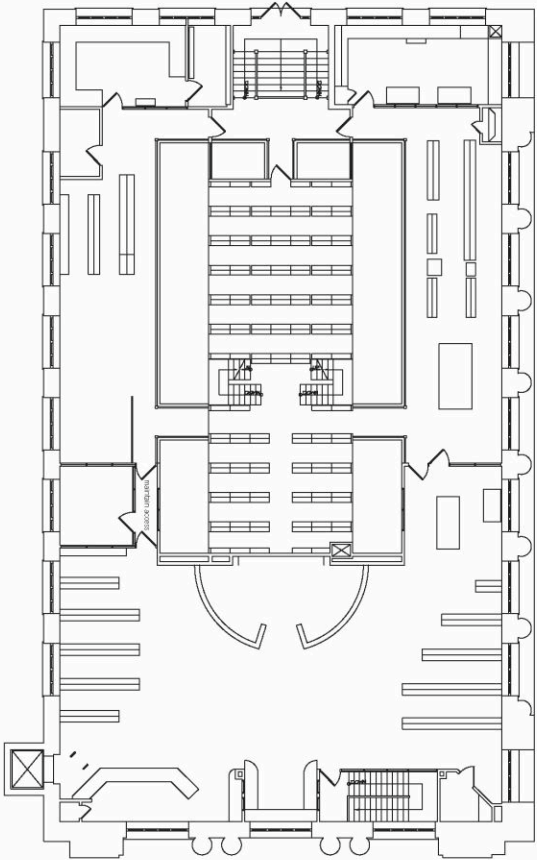
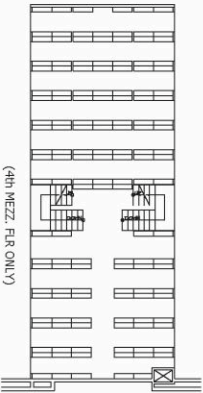
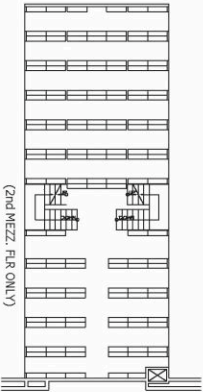
## STRUCTURAL ENGINEER

ADAMS ASSOCIATES  
615 N. 20th Street  
ALLENTOWN, PA 18104  
215-433-3909  
FAX: 215-437-9156

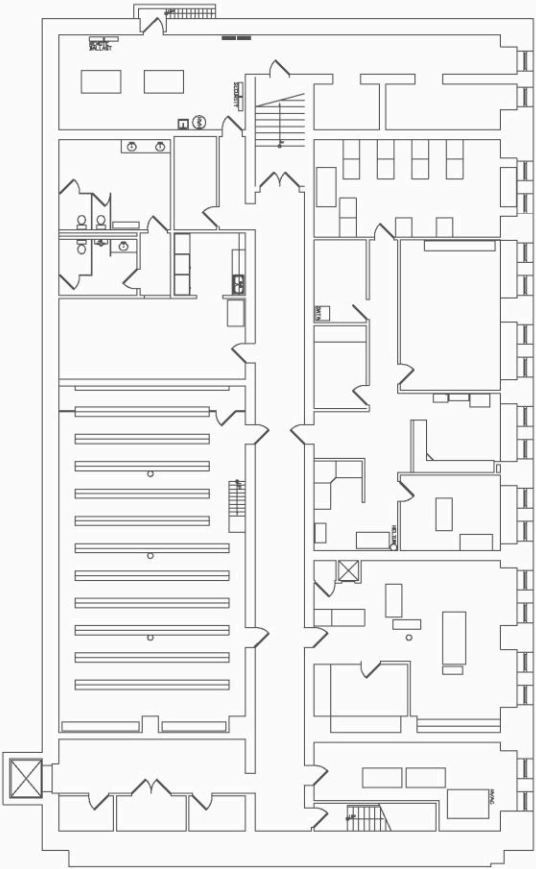


PROJECT & DATE  
1222  
10 AUG 2012  
SHEET  
A-1.0  
READING PUBLIC LIBRARY  
MAIN BRANCH  
5th & FRANKLIN STREETS  
READING, PENNSYLVANIA 19601





PROJECT &  
1222  
DATE: 10 AUG 2012  
SHEET  
READING PUBLIC LIBRARY  
MAIN BRANCH  
5th & FRANKLIN STREETS  
READING, PENNSYLVANIA 19601  
A-1.1



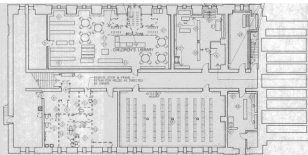
S

1 BASEMENT FLOOR PHYSING PLAN  
A-1.3 SCALE: 1/8"=1'-0"

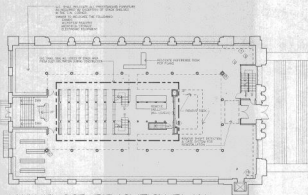
READING PUBLIC LIBRARY  
MAIN BRANCH

5th & FRANKLIN STREETS  
READING, PENNSYLVANIA 19601

PROJECT & DATE  
1222  
10 AUG 2012  
SHEET  
A-1.3



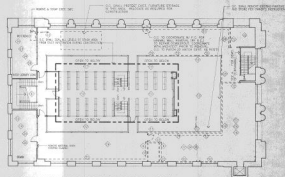
LOWER LEVEL DEMOLITION PLAN



MAIN FLOOR DEMOLITION PLAN

ALL EXISTING STRUCTURE SHALL BE DEMOLISHED AND REMOVED FROM THE SITE. THE PLAN SHALL BE FOR DEMOLITION ONLY. THE PLAN SHALL BE FOR DEMOLITION ONLY. THE PLAN SHALL BE FOR DEMOLITION ONLY.

- 1. SEE MECHANICAL, ELECTRICAL, & PLUMBING PLANS FOR RELATED REMOVALS.
- 2. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 3. REMOVE EXISTING STRUCTURE AS SHOWN ON THIS PLAN.
- 4. NO REMOVAL SHALL BE DONE IN THIS AREA.
- 5. EXISTING STRUCTURE SHALL BE DEMOLISHED AS SHOWN ON THIS PLAN.
- 6. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 7. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 8. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 9. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 10. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 11. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 12. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 13. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 14. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 15. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 16. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 17. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 18. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 19. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.
- 20. REMOVE ALL EXISTING STRUCTURE FROM THE SITE, INCLUDING ALL EXISTING WALLS, FLOORS, CEILING, ROOF, AND FOUNDATION.



MEZZANINE FLOOR PLAN

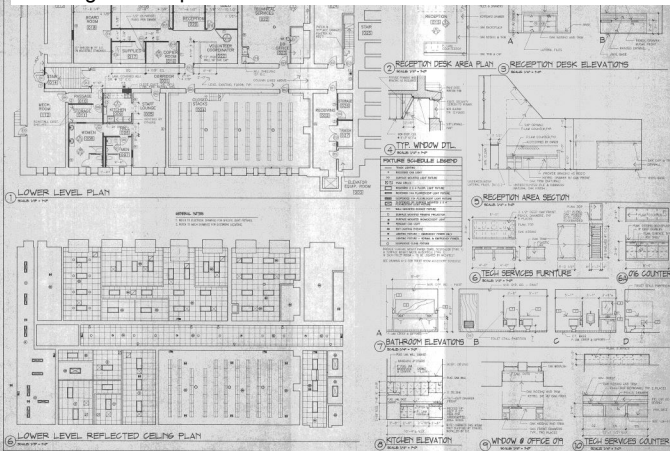
SYNERGETICS

INTERIOR RENOVATIONS  
READING PUBLIC LIBRARY

9TH & FRANKLIN STREETS  
READING, PENNSYLVANIA

PROJECT NO. 0000000000  
DATE: 00/00/00  
DRAWN BY: 0000  
CHECKED BY: 0000  
SCALE: 0000/00

A-1

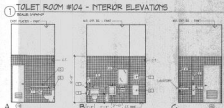
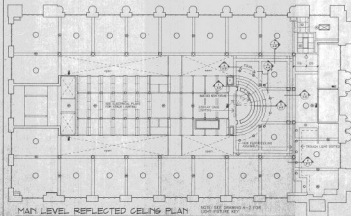
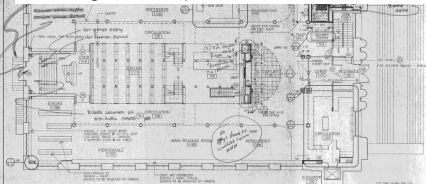
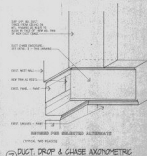
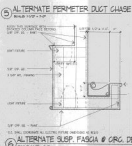
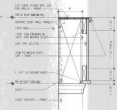


SYNERGETICS  
ARCHITECTS

INTERIOR RENOVATIONS  
FOR  
READING PUBLIC LIBRARY  
9TH & FRANKLIN STREETS  
READING, PENNSYLVANIA

NOTED TO ADDENDUM 5/10/10  
DATE: 5/10/10  
DRAWN BY: J. B. BROWN  
CHECKED BY: J. B. BROWN  
SCALE: AS NOTED

A-2

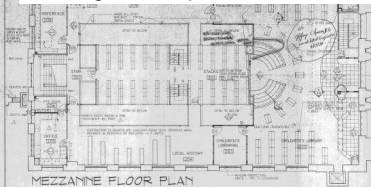
[illegible]

INTERIOR RENOVATIONS  
FOR  
READING PUBLIC LIBRARY  
5TH & FRANKLIN STREETS  
READING, MASSACHUSETTS

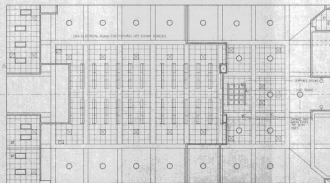
SYNERGETICS

5TH & PRINCE STREET  
BIRMINGHAM, ENGLAND, U.K.

1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%
11	100%
12	100%
13	100%
14	100%
15	100%
16	100%
17	100%
18	100%
19	100%
20	100%
21	100%
22	100%
23	100%
24	100%
25	100%
26	100%
27	100%
28	100%
29	100%
30	100%
31	100%
32	100%
33	100%
34	100%
35	100%
36	100%
37	100%
38	100%
39	100%
40	100%
41	100%
42	100%
43	100%
44	100%
45	100%
46	100%
47	100%
48	100%
49	100%
50	100%
51	100%
52	100%
53	100%
54	100%
55	100%
56	100%
57	100%
58	100%
59	100%
60	100%
61	100%
62	100%
63	100%
64	100%
65	100%
66	100%
67	100%
68	100%
69	100%
70	100%
71	100%
72	100%
73	100%
74	100%
75	100%
76	100%
77	100%
78	100%
79	100%
80	100%
81	100%
82	100%
83	100%
84	100%
85	100%
86	100%
87	100%
88	100%
89	100%
90	100%
91	100%
92	100%
93	100%
94	100%
95	100%
96	100%
97	100%
98	100%
99	100%
100	100%

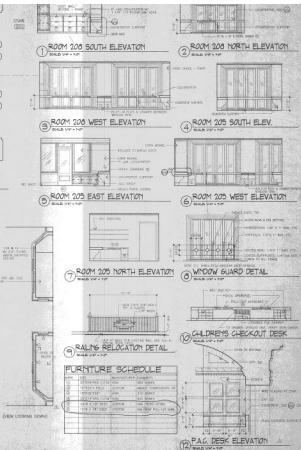


MEZZANNE FLOOR PLAN



MEZZANNE REFLECTED CEILING PLAN

NOTE: SEE DRAWING A-3 FOR LIGHT FIXTURE KEY

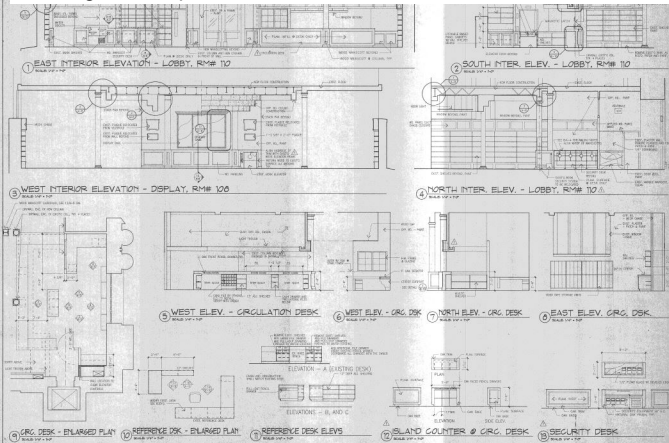


INTERIORS

INTERIOR RENOVATIONS  
FOR  
READING PUBLIC LIBRARY  
5TH & FRANKLIN STREETS  
READING, PENNSYLVANIA

INTERIOR NO.  
DATE  
SCALE  
DRAWN BY  
CHECKED BY  
APPROVED BY

A-4



INTERIORS

INTERIOR RENOVATIONS  
READING PUBLIC LIBRARY  
5TH & FRANKLIN STREETS  
READING, PENNSYLVANIA

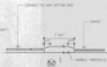
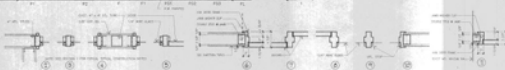




DocuSign Envelope ID: 5765C8B0-1049-4578-A9DB-7EDAF42169F3

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1486	1487	1488	1489	1490	1491	1492	1493	1494	1495	1496	1497	1498	149
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	-----

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1486	1487	1488	1489	1490	1491	1492	1493	1494	1495	1496	1497	1498	149
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	-----



THRESHOLD DETAIL



DOOR HEAD

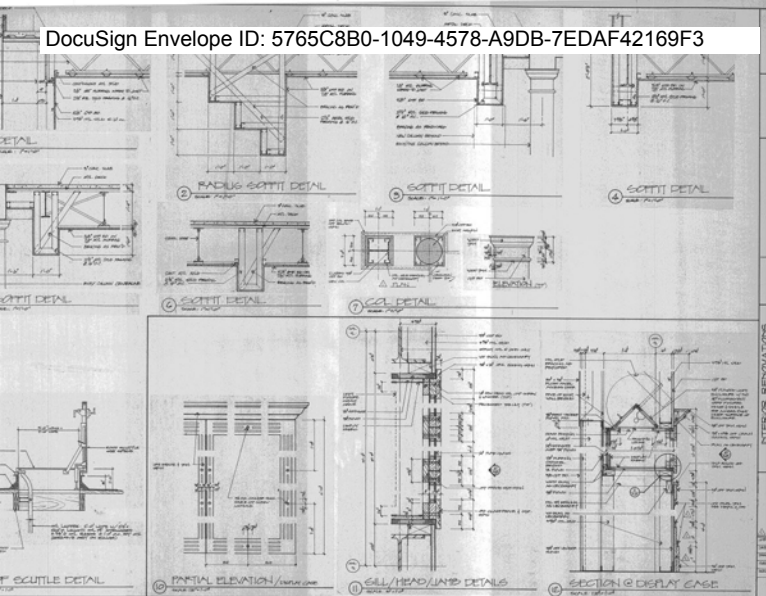


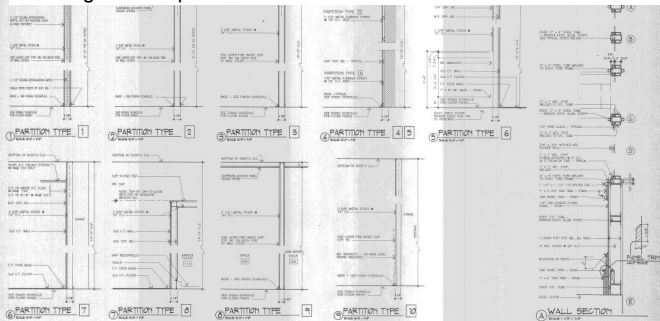
ATTENTION RENOVATIONS  
FROM  
READING PUBLIC LIBRARY  
5TH & BRADLEY STREETS  
READING, PENNSYLVANIA

CONTEMPORARY

A-7

F SCUTTLE DETAIL



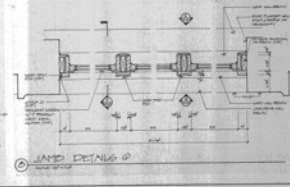
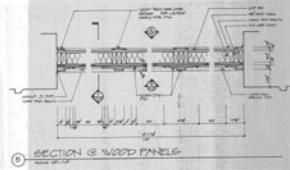
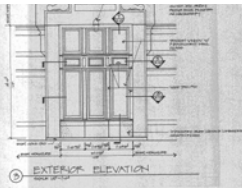
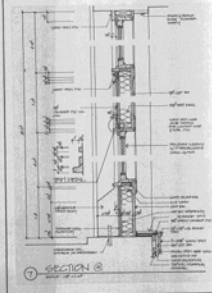
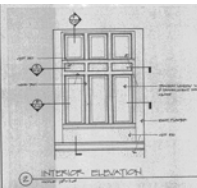
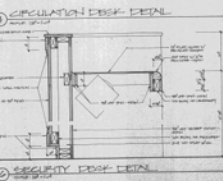
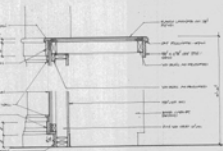
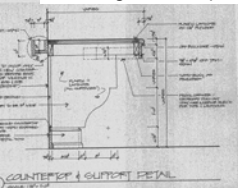


EMERGENTUS

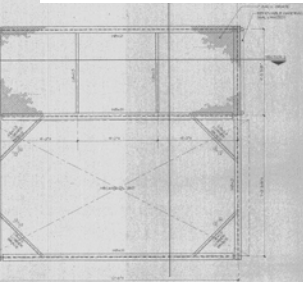
INTERIOR RENOVATIONS  
READING PUBLIC LIBRARY  
8TH & FRANKLIN STREETS  
READING, PENNSYLVANIA

DATE: 10/10/10  
DRAWN BY: JLS  
CHECKED BY: JLS  
SCALE: AS NOTED

A-9



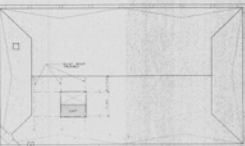




# PLAN

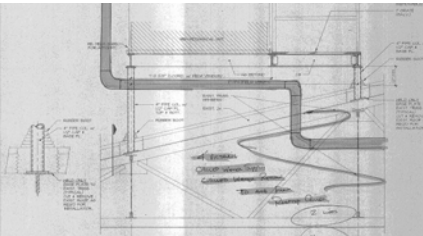
SCALE: 1/8" = 1'-0"

1. NOTE: CONSULT WITH ARCHITECT TO VERIFY ALL CONDITIONS AND CONDITIONS PRIOR TO CONSTRUCTION. CONSULT WITH ARCHITECT AND INSPECTOR, REPRESENTATIVE OF BUILDING DEPARTMENT, PRIOR TO INSTALLATION.



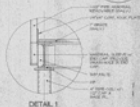
# KEY PLAN

SCALE: 1/8" = 1'-0"



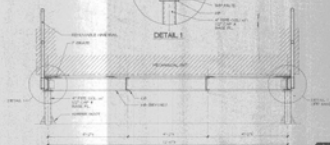
# SECTION 1

SCALE: 1/8" = 1'-0"



# DETAIL 1

SCALE: 1/8" = 1'-0"



# SECTION 2

SCALE: 1/8" = 1'-0"

ADAMS ASSOCIATES  
ARCHITECTS  
1000 15TH AVENUE  
SUITE 100  
DENVER, CO 80202  
(303) 733-1000  
WWW.ADAMSARCHITECTS.COM

INTERIOR RENOVATIONS

INTERIOR RENOVATIONS

INTERIOR RENOVATIONS



**NOTES:**

- 1) Remove existing SAC ceiling tower, piping and associated supports. The piping shall be removed back to the mechanical equipment room in the basement.
- 2) Remove the existing louvers on each side of the left area roof. Also remove the intake duct openings serving the air handling units located in the left.
- 3) The area of the left roof where the existing air intake openings are will be modified to accommodate the new outdoor air intake for the new air handling units.
- 4) Due to the amount of work involved in removing existing equipment and installing new equipment, the contractor shall be responsible for repairing any damage that occurs to the existing roof. Any necessary repairs to the existing roof shall be done in accordance with the roofing manufacturer's recommendation and with the approval of the Architect.
- 5) Remove air handling units, associated piping, ductwork, supports, diffusers, controls, etc.
- 6) The contractor is advised to perform removals carefully so as not to damage the existing Rostrum ceiling. The contractor is also advised to relocate as much of the existing left equipment as possible and remove it through the left access door of the Rostrum upper stack.
- 7) Remove the exhaust fan located in the middle of the left area roof.
- 8) The contractor is responsible for the protection of the existing interior from damage due to the weather. Any damage to the building exterior due to removal or new installations shall have temporary seal-off until these openings and penetrations are permanently sealed.

FOR REMOVAL ONLY  
IN LEFT AREA

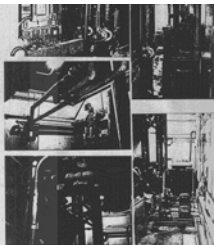
**Removals - I: Mechanical**

- 1) Remove all Fan-coil units throughout the building completely. Removal shall include piping, supports, controls and the soffits in which the piping is concealed provided these soffits are not necessary. The soffits on the main floor not being the top of the book stacks and up along the exterior wall to each Fan-coil location. The contractor shall carefully remove these soffits and the associated piping inside so as not to damage the book stacks or surrounding finishes and building structure.
- 2) Existing heating piping that serves the radiation located behind the book stacks can be abandoned in place. The source piping shall, however, be removed where it enters the wall and/or floor in the basement area back to boiler.
- 3) The contractor shall remove the grilles on the main floor associated with the radiation located behind the book stacks. Any accessible piping and/or radiation shall be removed provided the removal does not require that the book stacks be removed.
- 4) All radiators, cabinet units, piping, etc. located in the stairwells shall be removed completely.

REMOVE EXISTING ROOSTER CEILING  
REMOVE EXISTING ROOSTER



- existing to the main, boiler, chilled and condenser water pumps, water treatment equipment, piping, supports, anchors, air handling unit, ductwork, and all associated accessory equipment and controls, etc. Completely remove this equipment from site and properly dispose of it.
- 2) Completely remove existing steel-framed stack boiler and all associated piping, supports, controls and accessories.
- 3) All piping for either the heating system (steam and condensate piping) or cooling system (chilled and condenser piping) shall be removed unless piping has been run concealed in existing walls and is to remain. In those cases piping can be terminated at the location where it passes into an existing wall/ceiling and abandoned in place inside the wall. Remove all piping from source to all terminal units.
- 4) The pictures presented on the removal drawings are for visual informational purposes only. A thorough site investigation by the contractor is required in order to develop a complete and adequate bid package.
- 5) The contractor is responsible for patching all areas affected by the removal work. This patching includes all walls, floors, surfaces, finishes, etc. The contractor shall thoroughly clean all areas where removal has taken place. Existing piping, duct, conduit, etc. penetration openings shall not remain unpatched unless the contractor desires to reuse the penetration for new installations. The contractor may elect to reuse existing penetrations, in which case proper sealing around the new installation will be required.



PARTIAL BASEMENT FLOOR PLAN

SCALE: 1/8"=1'-0"

## Removals - II: Mech/Plumb



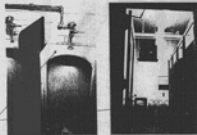
- 6) Completely remove all radiators, cabinet heaters and fan coil units throughout the building.
- 7) The pictures above are left represent typical radiation and fan coils found primarily on the main floor and in the stairwells.
- 8) The contractor is responsible for patching all penetrations left by removal of the existing terminal units. See Note 5 above.

DO NOT REMOVE  
EXIST. STRUCTURE

- 9) Remove the existing electric water cooler located on the north end of the main entrance. Remove existing water line and install a new water line for new water cooler.
- 10) Remove all plumbing fixtures, hot and cold water piping, radiation, exhaust fan and associated supports completely from the existing Men's and Women's toilet room. Remove existing water lines and install new hot and cold water lines. See drawing #11 for new plumbing plan, dimensions and schedule.
- 11) The contractor is responsible for providing new rough-in for all new plumbing fixtures. The contractor is also responsible for demolishing existing concrete floor to provide base-in of new fixtures to existing sanitary line.

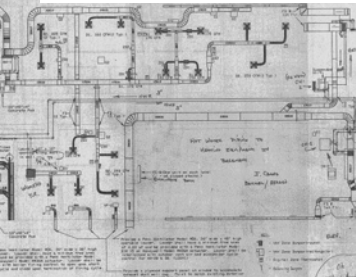


DO NOT REMOVE

DO NOT REMOVE  
EXIST. STRUCTURE  
DO NOT REMOVE  
EXIST. STRUCTURE

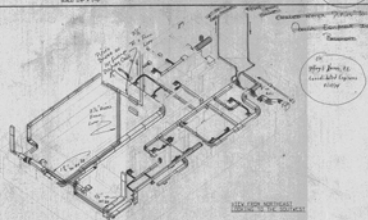
INTERIOR RENOVATIONS

INTERIOR RENOVATIONS



**BASMENT HVAC PLAN: DUCT & EQUIPMENT**

WALL UNIT 1-10



VIEW FROM NORTHWEST  
LOOKING TO THE EAST

Handwritten notes: 3/4\"/>

Section  
100-100  
100-100

Section  
100-100  
100-100

Handwritten notes: 3/4\"/>

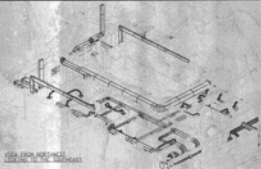
Section  
100-100  
100-100

Section  
100-100  
100-100

Handwritten notes: 3/4\"/>

Handwritten notes: 3/4\"/>

Handwritten notes: 3/4\"/>

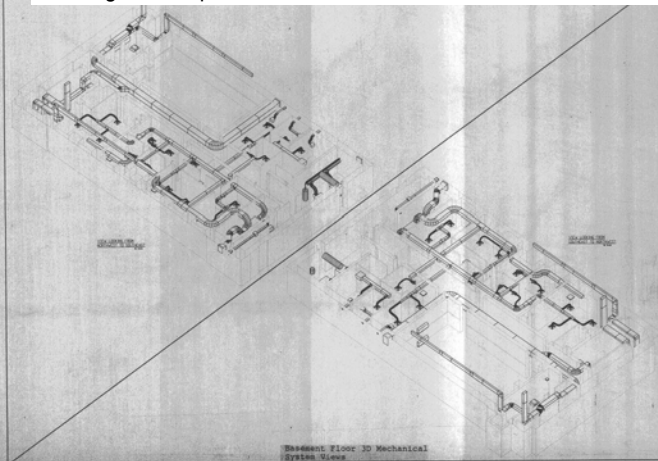


VIEW FROM NORTHWEST  
LOOKING TO THE EAST

**Basement Mechanical System Plan**



VIEW FROM NORTHWEST  
LOOKING TO THE EAST

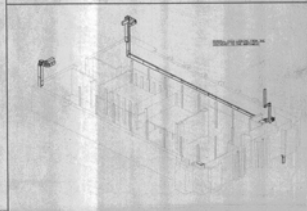
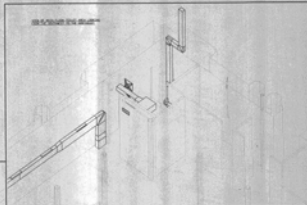


Basement Floor 3D Mechanical  
System Views

<p><i>SYNERGETICS</i></p> <p>SEE SHEET 0011, TYPICAL TO THIS PROJECT</p>										
<p>INTERIOR RENOVATIONS for READING PUBLIC LIBRARY 5TH &amp; FRANKLIN STREETS READING, PENNSYLVANIA</p>										
<table border="1"> <tr> <td>DATE</td> <td>01/11</td> </tr> <tr> <td>DATE</td> <td>01/11</td> </tr> <tr> <td>DATE</td> <td>01/11</td> </tr> <tr> <td>DATE</td> <td>01/11</td> </tr> <tr> <td>DATE</td> <td>01/11</td> </tr> </table> <p>M-4</p>	DATE	01/11	DATE	01/11	DATE	01/11	DATE	01/11	DATE	01/11
DATE	01/11									
DATE	01/11									
DATE	01/11									
DATE	01/11									
DATE	01/11									

UNAP. NOTES

- 1) Exhaust duct is not rated as the left side. The duct is not attached to the structure in a way that will allow it to move in any direction. The duct is attached to the structure in a way that will allow it to move in any direction. The duct is attached to the structure in a way that will allow it to move in any direction.
- 2) The duct is not attached to the structure in a way that will allow it to move in any direction. The duct is attached to the structure in a way that will allow it to move in any direction. The duct is attached to the structure in a way that will allow it to move in any direction.



Main Floor Mechanical Plan

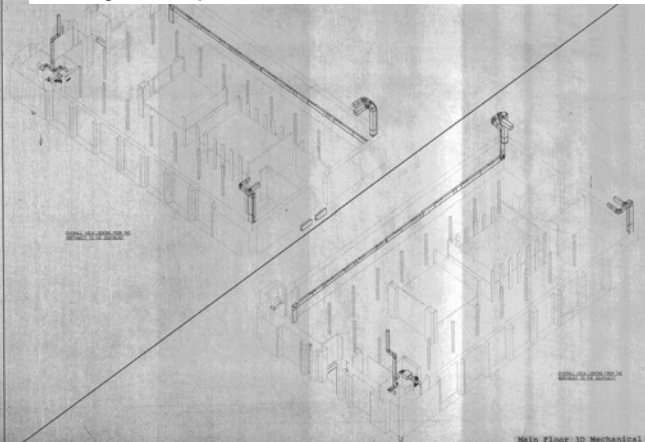
SYNOPSIS

100 EAST STREET, READING, PA 19601

INTERIOR RENOVATIONS  
for  
READING PUBLIC LIBRARY  
504 & FRANKLIN STREETS  
READING, PENNSYLVANIA

DATE: 10/10/00  
SCALE: 1/8" = 1'-0"  
DRAWN BY: JH  
CHECKED BY: JH  
INCH: 1/8" = 1'-0"

M-5



ISOMETRIC VIEW, LOOKING FROM THE  
NORTHWEST TO THE SEASIDE

ISOMETRIC VIEW, LOOKING FROM THE  
SOUTHWEST TO THE SEASIDE

Main Floor 3D Mechanical System  
Views



*SYNERGETICS*  
ARCHITECTS  
10740

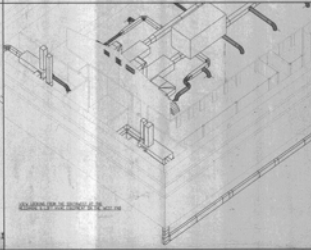
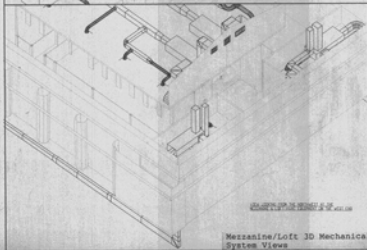
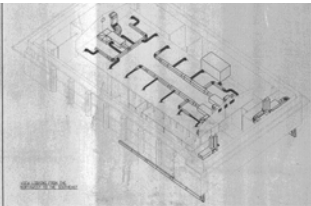
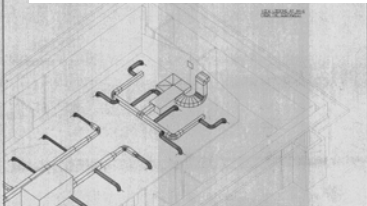
10740 10740 10740 10740 10740 10740 10740 10740 10740 10740

INTERIOR RENOVATIONS  
for  
READING PUBLIC LIBRARY  
5TH & FRANKLIN STREETS  
READING, PENNSYLVANIA

DATE: 10/10/10  
BY: JLM  
CHECKED BY: JLM  
DATE: 10/10/10  
BY: JLM

M-6



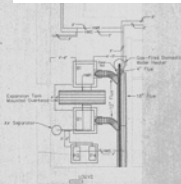


<p>SYNOPSIS</p>	
<p>INTERIOR RENOVATIONS for READING PUBLIC LIBRARY 300 &amp; FRANKLIN STREETS READING, PENNSYLVANIA</p>	
<p>DATE: 10/10/10</p>	<p>SCALE: 1/8" = 1'-0"</p>
<p>DRAWN BY: JLM</p>	<p>CHECKED BY: JLM</p>
<p>PROJECT: 10-10-10</p>	<p>M-8</p>

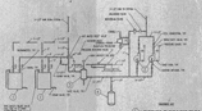




- 1) Not been designated here for reference. Refer piping sheet for  
or accordance with this schedule.
- 2) Contractor is responsible for verifying all dimensions and clearances in  
the plans.
- 3) See SPS 210 for location and routing of gas piping to boiler(s).



ENLARGED BOILER ROOM PLAN



HEATING SYSTEM SCHEMATIC

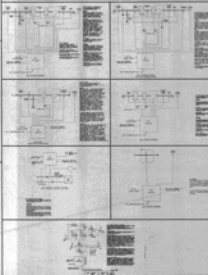
- 1) ENLARGED BOILER ROOM PLAN  
2) ENLARGED BOILER ROOM PLAN  
3) ENLARGED BOILER ROOM PLAN  
4) ENLARGED BOILER ROOM PLAN

EAST ELEVATION/SECTION VIEW



- 1) Determine whether the contractor performing the mechanical installation is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room.
- 2) Determine whether the contractor performing the mechanical installation is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room.
- 3) Determine whether the contractor performing the mechanical installation is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room.
- 4) Determine whether the contractor performing the mechanical installation is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room.
- 5) Determine whether the contractor performing the mechanical installation is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room.
- 6) Determine whether the contractor performing the mechanical installation is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room.
- 7) Determine whether the contractor performing the mechanical installation is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room.
- 8) Determine whether the contractor performing the mechanical installation is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room.
- 9) Determine whether the contractor performing the mechanical installation is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room.
- 10) Determine whether the contractor performing the mechanical installation is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room. If not, the contractor performing the installation of the boiler room is the contractor performing the installation of the boiler room.

## SEQUENCE OF OPERATION



INTERIOR RENOVATIONS  
for  
READING PUBLIC LIBRARY  
9TH & FRANKLIN STREETS  
READING, PENNSYLVANIA

DATE: 10/10/10  
DRAWN BY: J. J. J.  
CHECKED BY: J. J. J.  
INCH: 1/8" = 1'-0"

M-10





# PLUMBING NOTES:

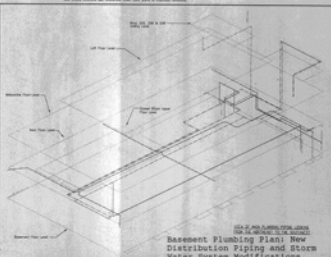
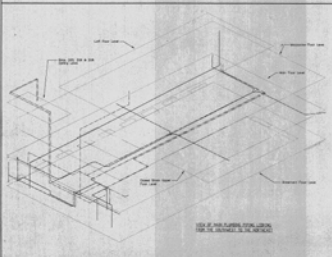
1. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
2. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
3. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
4. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
5. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
6. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
7. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
8. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
9. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
10. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
11. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
12. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
13. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
14. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
15. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
16. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
17. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
18. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
19. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.
20. The hot water tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room. The tank shall be installed in the mechanical room.



## WATER HEATER DETAIL



## STORM WATER PIPING MODIFICATION DETAIL

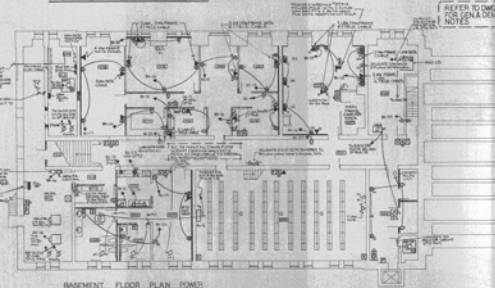
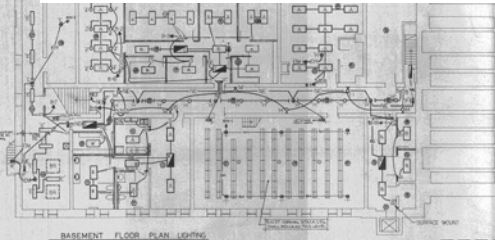


Basement Plumbing Plan and Storm Water System Modifications

INTERIOR RENOVATIONS  
 READING PUBLIC LIBRARY  
 5TH & FRANKLIN STREETS  
 READING, PENNSYLVANIA

DATE	08/10/10
BY	08/10/10
REVISION	08/10/10
SCALE	1/8" = 1'-0"

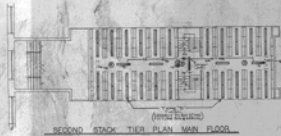
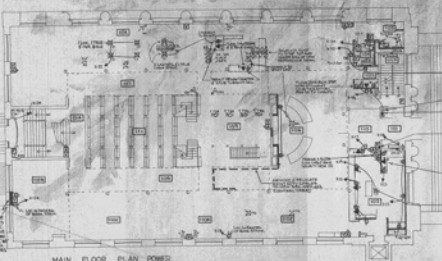
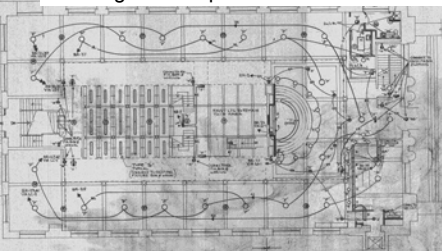
P-2



## ELECTRICAL LEGEND

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 105–112

- [illegible]

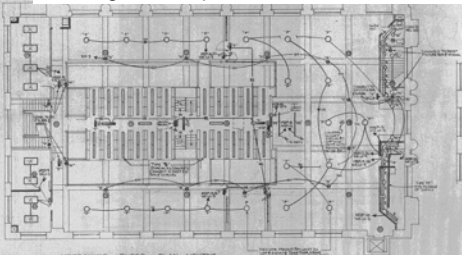


DEMOLITION NOTES

1. All existing structural steel, masonry, and concrete shall be removed in accordance with the following notes:
2. All existing structural steel, masonry, and concrete shall be removed in accordance with the following notes:
3. All existing structural steel, masonry, and concrete shall be removed in accordance with the following notes:
4. All existing structural steel, masonry, and concrete shall be removed in accordance with the following notes:
5. All existing structural steel, masonry, and concrete shall be removed in accordance with the following notes:

GENERAL ELECTRICAL NOTES

1. All existing electrical systems shall be removed in accordance with the following notes:
2. All existing electrical systems shall be removed in accordance with the following notes:
3. All existing electrical systems shall be removed in accordance with the following notes:
4. All existing electrical systems shall be removed in accordance with the following notes:
5. All existing electrical systems shall be removed in accordance with the following notes:



MEZZANINE FLOOR PLAN LIGHTING

MEZZANINE FLOOR PLAN LIGHTING

UPPER MEZZANINE STACK TIER PLAN

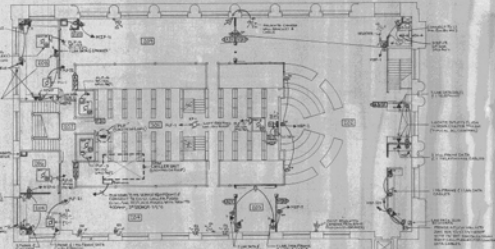


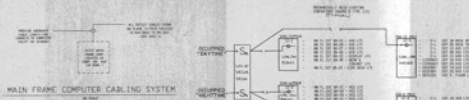
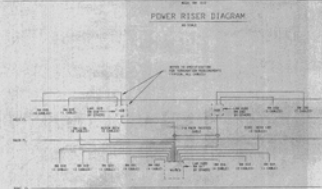
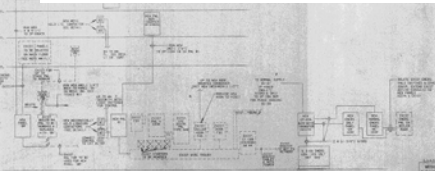
DEMOLITION NOTES

1. DEMOLITION OF MEZZANINE FLOOR LIGHTING FIXTURES AND ELECTRICAL WIRING SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL REMAINING LIGHTING FIXTURES SHALL BE REMOVED BY THE END OF THE PROJECT.
2. DEMOLITION OF MEZZANINE FLOOR LIGHTING FIXTURES AND ELECTRICAL WIRING SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL REMAINING LIGHTING FIXTURES SHALL BE REMOVED BY THE END OF THE PROJECT.
3. DEMOLITION OF MEZZANINE FLOOR LIGHTING FIXTURES AND ELECTRICAL WIRING SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL REMAINING LIGHTING FIXTURES SHALL BE REMOVED BY THE END OF THE PROJECT.
4. DEMOLITION OF MEZZANINE FLOOR LIGHTING FIXTURES AND ELECTRICAL WIRING SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL REMAINING LIGHTING FIXTURES SHALL BE REMOVED BY THE END OF THE PROJECT.
5. DEMOLITION OF MEZZANINE FLOOR LIGHTING FIXTURES AND ELECTRICAL WIRING SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL REMAINING LIGHTING FIXTURES SHALL BE REMOVED BY THE END OF THE PROJECT.
6. DEMOLITION OF MEZZANINE FLOOR LIGHTING FIXTURES AND ELECTRICAL WIRING SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL REMAINING LIGHTING FIXTURES SHALL BE REMOVED BY THE END OF THE PROJECT.
7. DEMOLITION OF MEZZANINE FLOOR LIGHTING FIXTURES AND ELECTRICAL WIRING SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL REMAINING LIGHTING FIXTURES SHALL BE REMOVED BY THE END OF THE PROJECT.
8. DEMOLITION OF MEZZANINE FLOOR LIGHTING FIXTURES AND ELECTRICAL WIRING SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL REMAINING LIGHTING FIXTURES SHALL BE REMOVED BY THE END OF THE PROJECT.
9. DEMOLITION OF MEZZANINE FLOOR LIGHTING FIXTURES AND ELECTRICAL WIRING SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL REMAINING LIGHTING FIXTURES SHALL BE REMOVED BY THE END OF THE PROJECT.
10. DEMOLITION OF MEZZANINE FLOOR LIGHTING FIXTURES AND ELECTRICAL WIRING SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL REMAINING LIGHTING FIXTURES SHALL BE REMOVED BY THE END OF THE PROJECT.

GENERAL ELECTRICAL NOTES

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).
3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).
4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).
5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).
6. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).
7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).
8. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).
9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).
10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 CALIFORNIA ELECTRICAL CODE (CEC).

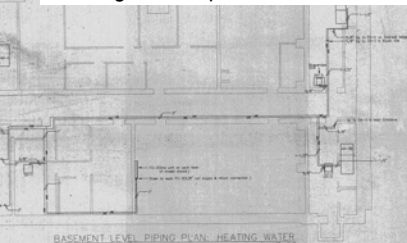




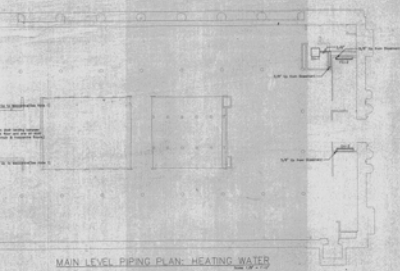
Wahlkreis 1		Wahlkreis 2		Wahlkreis 3		Wahlkreis 4		Wahlkreis 5		Wahlkreis 6		Wahlkreis 7		Wahlkreis 8		Wahlkreis 9		Wahlkreis 10	
Wahlkreis 1	Wahlkreis 2	Wahlkreis 3	Wahlkreis 4	Wahlkreis 5	Wahlkreis 6	Wahlkreis 7	Wahlkreis 8	Wahlkreis 9	Wahlkreis 10	Wahlkreis 11	Wahlkreis 12	Wahlkreis 13	Wahlkreis 14	Wahlkreis 15	Wahlkreis 16	Wahlkreis 17	Wahlkreis 18	Wahlkreis 19	Wahlkreis 20
Wahlkreis 1	Wahlkreis 2	Wahlkreis 3	Wahlkreis 4	Wahlkreis 5	Wahlkreis 6	Wahlkreis 7	Wahlkreis 8	Wahlkreis 9	Wahlkreis 10	Wahlkreis 11	Wahlkreis 12	Wahlkreis 13	Wahlkreis 14	Wahlkreis 15	Wahlkreis 16	Wahlkreis 17	Wahlkreis 18	Wahlkreis 19	Wahlkreis 20

[illegible][illegible][illegible][illegible][illegible]





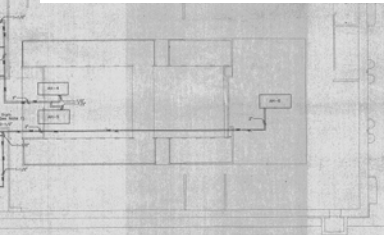
NOTE:  
See also Page 2-4 for supplemental view of  
piping for other piping systems. See  
also 2-2 for reference to other notes.



SYNOPSIS

INTERIOR RENOVATIONS  
for

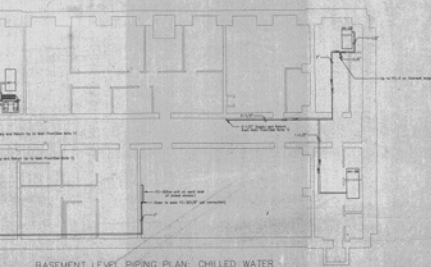
S



NOTE:

1. Refer to Day 40-4 for 3-dimensional view of piping and for other piping systems. Day 40-4 for additional information regarding piping.

MEZZANINE & LOFT LEVEL PIPING PLAN: HEATING WATER  
Rev. 10/1/99



BASEMENT LEVEL PIPING PLAN: CHILLED WATER  
Rev. 10/1/99

INTERIOR RENOVATIONS

INTERIOR RENOVATIONS

INTERIOR RENOVATIONS



**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project Name:	Fire Alarm Detection Installation and Design
Awarding Agency:	City of Reading
Contract Award Date:	9/28/2020
Serial Number:	20-05423
Project Classification:	Building
Determination Date:	8/21/2020
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Berks County

## BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-05423 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2017		\$32.00	\$26.51	\$58.51
Asbestos & Insulation Workers	7/2/2018		\$32.80	\$26.76	\$59.56
Asbestos & Insulation Workers	7/2/2019		\$33.80	\$27.26	\$61.06
Asbestos & Insulation Workers	6/29/2020		\$34.80	\$28.01	\$62.81
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)	5/1/2018		\$29.40	\$20.35	\$49.75
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$34.11	\$15.19	\$49.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$34.53	\$15.57	\$50.10
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$35.04	\$15.96	\$51.00
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2020		\$35.64	\$16.36	\$52.00
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$36.33	\$16.77	\$53.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2017		\$30.05	\$16.05	\$46.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$29.53	\$16.20	\$45.73
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019		\$30.18	\$16.65	\$46.83
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020		\$30.88	\$17.10	\$47.98
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$31.77	\$17.41	\$49.18
Cement Finishers	5/1/2017		\$35.87	\$12.93	\$48.80
Cement Masons	5/1/2019		\$31.00	\$22.68	\$53.68
Cement Masons	5/1/2020		\$30.90	\$20.80	\$51.70
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		\$52.44	\$37.27	\$89.71
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2018		\$43.45	\$34.47	\$77.92
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
DockBuilder/Pile Drivers/ Diver Tender (Building Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
Dockbuilder/Piledriver (Building, Heavy, Highway)	11/1/2017		\$43.45	\$33.22	\$76.67
Dockbuilder/Piledriver (Building, Heavy, Highway)	5/1/2018		\$44.70	\$33.22	\$77.92
Drywall Finisher	5/1/2017		\$27.81	\$18.17	\$45.98
Drywall Finisher	5/1/2019		\$28.58	\$19.64	\$48.22
Drywall Finisher	5/1/2020		\$29.33	\$20.01	\$49.34
Electricians	9/1/2017		\$34.77	\$21.77	\$56.54

# **BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES**

Project: 20-05423 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Electricians	9/1/2018		\$36.02	\$22.51	\$58.53
Electricians	9/1/2019	8/31/2020	\$36.77	\$23.53	\$60.30
Electricians	9/1/2020		\$37.77	\$24.07	\$61.84
Elevator Constructor	1/1/2018		\$47.48	\$33.00	\$80.48
Floor Coverer	5/1/2019		\$31.54	\$17.89	\$49.43
Floor Coverer	5/1/2020		\$32.66	\$17.89	\$50.55
Floor Layer	5/1/2017		\$30.80	\$16.71	\$47.51
Glazier	5/1/2017		\$34.69	\$18.05	\$52.74
Glazier	5/1/2018		\$35.69	\$18.35	\$54.04
Glazier	5/1/2019	4/30/2020	\$35.53	\$20.06	\$55.59
Glazier	5/1/2020	4/30/2021	\$35.53	\$21.51	\$57.04
Glazier	5/1/2021		\$35.53	\$22.86	\$58.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$31.33	\$28.42	\$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$32.53	\$28.42	\$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Laborers (Class 01 - See notes)	5/1/2017		\$21.57	\$15.04	\$36.61
Laborers (Class 01 - See notes)	5/1/2018	4/30/2019	\$22.07	\$15.59	\$37.66
Laborers (Class 01 - See notes)	5/1/2019	4/30/2020	\$23.02	\$15.92	\$38.94
Laborers (Class 01 - See notes)	5/1/2020		\$23.77	\$16.22	\$39.99
Laborers (Class 02 - See notes)	5/1/2017		\$23.57	\$15.04	\$38.61
Laborers (Class 02 - See notes)	5/1/2018		\$24.07	\$15.59	\$39.66
Laborers (Class 02 - See notes)	5/1/2019	4/30/2020	\$25.02	\$15.92	\$40.94
Laborers (Class 02 - See notes)	5/1/2020		\$24.07	\$17.92	\$41.99
Laborers (Class 02 - See notes)	5/1/2020		\$25.77	\$16.22	\$41.99
Laborers (Class 03 - See notes)	5/1/2017		\$25.57	\$15.58	\$41.15
Laborers (Class 03 - See notes)	5/1/2018	4/30/2019	\$25.82	\$15.84	\$41.66
Laborers (Class 03 - See notes)	5/1/2019		\$26.87	\$15.94	\$42.81
Laborers (Class 03 - See notes)	5/3/2020		\$27.77	\$16.24	\$44.01
Laborers (Class 03 - See notes)	5/2/2021		\$28.67	\$16.24	\$44.91
Laborers (Class 03 - See notes)	5/1/2022		\$29.62	\$16.24	\$45.86
Laborers (Class 03 - See notes)	4/30/2023		\$30.22	\$16.84	\$47.06
Laborers (Class 04 - See notes)	5/1/2017		\$26.77	\$15.58	\$42.35
Laborers (Class 04 - See notes)	5/1/2018	4/30/2019	\$27.32	\$15.84	\$43.16
Laborers (Class 04 - See notes)	5/1/2019		\$28.37	\$15.94	\$44.31
Laborers (Class 04 - See notes)	5/3/2020		\$29.27	\$16.24	\$45.51
Laborers (Class 04 - See notes)	5/2/2021		\$30.17	\$16.24	\$46.41
Laborers (Class 04 - See notes)	5/1/2022		\$31.12	\$16.24	\$47.36
Laborers (Class 04 - See notes)	4/30/2023		\$31.72	\$16.84	\$48.56
Laborers (Class 05 - See notes)	5/1/2017		\$27.27	\$15.58	\$42.85
Laborers (Class 05 - See notes)	5/1/2018	4/30/2019	\$27.82	\$15.84	\$43.66
Laborers (Class 05 - See notes)	5/1/2019		\$28.87	\$15.94	\$44.81

# **BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES**

Project: 20-05423 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 05 - See notes)	5/3/2020		\$29.77	\$16.24	\$46.01
Laborers (Class 05 - See notes)	5/2/2021		\$30.67	\$16.24	\$46.91
Laborers (Class 05 - See notes)	5/1/2022		\$31.62	\$16.24	\$47.86
Laborers (Class 05 - See notes)	4/30/2023		\$32.22	\$16.84	\$49.06
Laborers (Class 06 - See notes)	5/1/2017		\$22.92	\$15.04	\$37.96
Laborers (Class 06 - See notes)	5/1/2018	4/30/2019	\$23.42	\$15.59	\$39.01
Laborers (Class 06 - See notes)	5/1/2019		\$24.37	\$15.92	\$40.29
Laborers (Class 06 - See notes)	5/1/2020		\$25.12	\$16.22	\$41.34
Laborers (Class 06 - See notes)	5/1/2020		\$24.37	\$16.97	\$41.34
Marble Mason	5/1/2017		\$30.14	\$14.75	\$44.89
Marble Mason	5/1/2018		\$30.76	\$15.13	\$45.89
Marble Mason	5/1/2019		\$31.37	\$15.52	\$46.89
Marble Mason	5/1/2020		\$31.97	\$15.92	\$47.89
Marble Mason	5/1/2021		\$32.56	\$16.33	\$48.89
Millwright	7/1/2017		\$36.49	\$18.93	\$55.42
Millwright	5/1/2018		\$37.84	\$19.64	\$57.48
Millwright	5/1/2019		\$39.14	\$20.08	\$59.22
Operators (Building, Class 01 - See Notes)	5/1/2017		\$35.24	\$24.58	\$59.82
Operators (Building, Class 01 - See Notes)	5/1/2018		\$36.78	\$25.03	\$61.81
Operators (Building, Class 01 - See Notes)	5/1/2019		\$36.78	\$27.03	\$63.81
Operators (Building, Class 01 - See Notes)	5/1/2020		\$38.32	\$27.49	\$65.81
Operators (Building, Class 01 - See Notes)	5/1/2021		\$39.87	\$27.94	\$67.81
Operators (Building, Class 01A - See Notes)	5/1/2017		\$37.49	\$25.23	\$62.72
Operators (Building, Class 01A - See Notes)	5/1/2018		\$39.03	\$25.69	\$64.72
Operators (Building, Class 01A - See Notes)	5/1/2019		\$39.03	\$27.69	\$66.72
Operators (Building, Class 01A - See Notes)	5/1/2020		\$40.57	\$28.15	\$68.72
Operators (Building, Class 01A - See Notes)	5/1/2021		\$42.12	\$28.60	\$70.72
Operators (Building, Class 02 - See Notes)	5/1/2017		\$34.96	\$24.49	\$59.45
Operators (Building, Class 02 - See Notes)	5/1/2018		\$36.50	\$24.95	\$61.45
Operators (Building, Class 02 - See Notes)	5/1/2019		\$36.50	\$26.94	\$63.44
Operators (Building, Class 02 - See Notes)	5/1/2020		\$38.05	\$27.39	\$65.44
Operators (Building, Class 02 - See Notes)	5/1/2021		\$39.59	\$27.85	\$67.44
Operators (Building, Class 02A - See Notes)	5/1/2017		\$37.21	\$25.16	\$62.37
Operators (Building, Class 02A - See Notes)	5/1/2018		\$38.75	\$25.61	\$64.36
Operators (Building, Class 02A - See Notes)	5/1/2019		\$38.75	\$27.61	\$66.36
Operators (Building, Class 02A - See Notes)	5/1/2020		\$40.30	\$28.06	\$68.36
Operators (Building, Class 02A - See Notes)	5/1/2021		\$41.84	\$28.52	\$70.36
Operators (Building, Class 03 - See Notes)	5/1/2017		\$32.23	\$23.68	\$55.91
Operators (Building, Class 03 - See Notes)	5/1/2018		\$33.78	\$24.12	\$57.90
Operators (Building, Class 03 - See Notes)	5/1/2019		\$33.78	\$26.13	\$59.91
Operators (Building, Class 03 - See Notes)	5/1/2020		\$35.32	\$26.59	\$61.91
Operators (Building, Class 03 - See Notes)	5/1/2021		\$36.87	\$27.04	\$63.91
Operators (Building, Class 04 - See Notes)	5/1/2017		\$30.33	\$22.12	\$52.45
Operators (Building, Class 04 - See Notes)	5/1/2018		\$32.63	\$23.80	\$56.43

## BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-05423 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 04 - See Notes)	5/1/2019		\$32.63	\$25.81	\$58.44
Operators (Building, Class 04 - See Notes)	5/1/2020		\$34.18	\$26.26	\$60.44
Operators (Building, Class 04 - See Notes)	5/1/2021		\$35.72	\$26.72	\$62.44
Operators (Building, Class 05 - See Notes)	5/1/2017		\$29.87	\$21.99	\$51.86
Operators (Building, Class 05 - See Notes)	5/1/2018		\$32.18	\$23.69	\$55.87
Operators (Building, Class 05 - See Notes)	5/1/2019		\$32.19	\$25.67	\$57.86
Operators (Building, Class 05 - See Notes)	5/1/2020		\$33.73	\$26.13	\$59.86
Operators (Building, Class 05 - See Notes)	5/1/2021		\$35.27	\$26.59	\$61.86
Operators (Building, Class 06 - See Notes)	5/1/2017		\$29.00	\$21.72	\$50.72
Operators (Building, Class 06 - See Notes)	5/1/2018		\$31.31	\$23.41	\$54.72
Operators (Building, Class 06 - See Notes)	5/1/2019		\$31.31	\$25.41	\$56.72
Operators (Building, Class 06 - See Notes)	5/1/2020		\$32.86	\$25.86	\$58.72
Operators (Building, Class 06 - See Notes)	5/1/2021		\$34.40	\$26.32	\$60.72
Operators (Building, Class 07A- See Notes)	5/1/2017		\$42.44	\$28.13	\$70.57
Operators (Building, Class 07A- See Notes)	5/1/2018		\$44.29	\$28.68	\$72.97
Operators (Building, Class 07A- See Notes)	5/1/2019		\$44.60	\$30.77	\$75.37
Operators (Building, Class 07A- See Notes)	5/1/2020		\$46.46	\$31.31	\$77.77
Operators (Building, Class 07A- See Notes)	5/1/2021		\$48.31	\$31.86	\$80.17
Operators (Building, Class 07B- See Notes)	5/1/2017		\$42.09	\$28.03	\$70.12
Operators (Building, Class 07B- See Notes)	5/1/2018		\$43.95	\$28.58	\$72.53
Operators (Building, Class 07B- See Notes)	5/1/2019		\$44.26	\$30.66	\$74.92
Operators (Building, Class 07B- See Notes)	5/1/2020		\$46.11	\$31.21	\$77.32
Operators (Building, Class 07B- See Notes)	5/1/2021		\$47.96	\$31.77	\$79.73
Painters Class 1 (see notes)	5/1/2017		\$27.25	\$18.17	\$45.42
Painters Class 1 (see notes)	5/1/2019		\$28.31	\$19.77	\$48.08
Painters Class 1 (see notes)	5/1/2020		\$28.91	\$20.42	\$49.33
Painters Class 2 (see notes)	5/1/2017		\$30.15	\$18.17	\$48.32
Painters Class 2 (see notes)	5/1/2019		\$31.21	\$19.78	\$50.99
Painters Class 2 (see notes)	5/1/2020		\$31.81	\$20.43	\$52.24
Painters Class 3 (see notes)	5/1/2017		\$36.25	\$18.17	\$54.42
Plasterers (Use Cement Masons)	5/1/2018		\$29.00	\$21.30	\$50.30
Plasterers	5/1/2017		\$24.23	\$21.38	\$45.61
Plasterers	5/1/2019		\$32.08	\$21.86	\$53.94
Plasterers	5/1/2020		\$27.48	\$20.83	\$48.31
Plasterers	5/1/2020		\$32.88	\$22.31	\$55.19
plumber	5/1/2019		\$45.92	\$31.72	\$77.64
plumber	8/1/2020		\$47.43	\$32.86	\$80.29
Plumbers	5/1/2017		\$44.39	\$30.60	\$74.99
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Composition)	5/1/2018		\$37.15	\$31.27	\$68.42
Roofers (Composition)	5/1/2019		\$38.35	\$31.80	\$70.15
Roofers (Composition)	5/1/2020		\$39.50	\$32.30	\$71.80
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle)	5/1/2019		\$28.50	\$20.87	\$49.37



## BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-05423 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Roofers (Shingle)	5/1/2020		\$29.50	\$21.25	\$50.75
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Roofers (Slate & Tile)	5/1/2018		\$30.50	\$20.37	\$50.87
Roofers (Slate & Tile)	5/1/2019		\$31.50	\$20.87	\$52.37
Roofers (Slate & Tile)	5/1/2020		\$32.50	\$21.25	\$53.75
Sheet Metal Workers	6/1/2016		\$33.60	\$33.43	\$67.03
Sheet Metal Workers	6/1/2017		\$33.98	\$35.40	\$69.38
Sheet Metal Workers	6/1/2018		\$34.78	\$36.45	\$71.23
Sheet Metal Workers	6/1/2019		\$36.08	\$37.65	\$73.73
Sheet Metal Workers	6/1/2020		\$37.26	\$38.97	\$76.23
Sheet Metal Workers	6/1/2021		\$36.08	\$42.65	\$78.73
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2020		\$38.90	\$26.42	\$65.32
Steamfitters	5/1/2017		\$46.99	\$32.67	\$79.66
Steamfitters	5/1/2019		\$49.93	\$35.82	\$85.75
Steamfitters	5/1/2020		\$51.73	\$37.07	\$88.80
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2020		\$32.26	\$18.48	\$50.74
Terrazzo Grinder	5/1/2020		\$32.95	\$18.48	\$51.43
Terrazzo Mechanics	5/1/2020		\$32.91	\$20.11	\$53.02
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2017		\$26.89	\$13.86	\$40.75
Tile & Marble Finisher	5/1/2018		\$27.60	\$14.15	\$41.75
Tile & Marble Finisher	5/1/2019		\$28.29	\$14.46	\$42.75
Tile & Marble Finisher	5/1/2020		\$28.96	\$14.79	\$43.75
Tile & Marble Finisher	5/1/2021		\$29.61	\$15.14	\$44.75
Tile Setter	5/1/2017		\$30.14	\$14.75	\$44.89
Tile Setter	5/1/2018		\$30.76	\$15.13	\$45.89
Tile Setter	5/1/2019		\$31.37	\$15.52	\$46.89
Tile Setter	5/1/2020		\$31.97	\$15.92	\$47.89
Tile Setter	5/1/2020		\$31.97	\$15.92	\$47.89
Tile Setter	5/1/2021		\$32.56	\$16.33	\$48.89
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 20-05423 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

## BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-05423 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$36.88	\$15.49	\$52.37
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020	4/30/2021	\$39.12	\$15.49	\$54.61
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$41.42	\$15.49	\$56.91
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$27.12	\$13.83	\$40.95
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$32.07	\$15.49	\$47.56
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020	4/30/2021	\$34.02	\$15.49	\$49.51
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenter - Rodman I (Survey & Layout)	5/1/2016		\$21.09	\$13.83	\$34.92
Carpenter - Rodman I (Survey & Layout)	5/1/2019	4/30/2020	\$25.66	\$12.39	\$38.05
Carpenter - Rodman I (Survey & Layout)	5/1/2020	4/30/2021	\$27.22	\$12.39	\$39.61
Carpenter - Rodman I (Survey & Layout)	5/1/2021		\$28.82	\$12.39	\$41.21
Carpenter - Rodman II (Survey & Layout)	5/1/2016		\$18.69	\$13.83	\$32.52
Carpenter	5/1/2019	4/30/2020	\$32.07	\$15.49	\$47.56
Carpenter	5/1/2020	4/30/2021	\$34.02	\$15.49	\$49.51
Carpenter	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenters	6/1/2017		\$30.92	\$14.14	\$45.06
Cement Finishers	1/1/2017		\$27.70	\$20.20	\$47.90
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		\$52.44	\$37.27	\$89.71
DockBuilder/Pile Drivers/ Diver Tender(Building Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
Electric Lineman	5/29/2017		\$44.22	\$23.94	\$68.16
Electric Lineman	5/28/2018		\$45.25	\$24.94	\$70.19
Electric Lineman	5/27/2019		\$46.32	\$25.97	\$72.29
Electric Lineman	6/1/2020		\$47.42	\$27.04	\$74.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$31.33	\$28.42	\$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$32.53	\$28.42	\$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers	7/1/2106		\$31.95	\$27.65	\$59.60
Laborers (Class 01 - See notes)	5/1/2016		\$19.81	\$15.79	\$35.60
Laborers (Class 01 - See notes)	5/1/2017		\$20.36	\$16.29	\$36.65
Laborers (Class 01 - See notes)	5/1/2018		\$20.96	\$16.79	\$37.75
Laborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
Laborers (Class 01 - See notes)	5/1/2020		\$22.41	\$17.69	\$40.10
Laborers (Class 01 - See notes)	5/1/2021		\$23.21	\$18.09	\$41.30
Laborers (Class 01 - See notes)	5/1/2022		\$24.01	\$18.54	\$42.55
Laborers (Class 01 - See notes)	5/1/2023		\$24.81	\$18.99	\$43.80
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 02 - See notes)	5/1/2016		\$26.43	\$15.79	\$42.22
Laborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
Laborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
Laborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52

## BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-05423 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 02 - See notes)	5/1/2020		\$29.03	\$17.69	\$46.72
Laborers (Class 02 - See notes)	5/1/2021		\$29.83	\$18.09	\$47.92
Laborers (Class 02 - See notes)	5/1/2022		\$30.63	\$18.54	\$49.17
Laborers (Class 02 - See notes)	5/1/2023		\$31.43	\$18.99	\$50.42
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 03 - See notes)	5/1/2016		\$23.42	\$15.79	\$39.21
Laborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
Laborers (Class 03 - See notes)	5/1/2018		\$24.57	\$16.79	\$41.36
Laborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
Laborers (Class 03 - See notes)	5/1/2020		\$26.02	\$17.69	\$43.71
Laborers (Class 03 - See notes)	5/1/2021		\$26.82	\$18.09	\$44.91
Laborers (Class 03 - See notes)	5/1/2022		\$27.62	\$18.54	\$46.16
Laborers (Class 03 - See notes)	5/1/2023		\$28.42	\$18.99	\$47.41
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71
Laborers (Class 04 - See notes)	5/1/2016		\$23.77	\$15.79	\$39.56
Laborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61
Laborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
Laborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
Laborers (Class 04 - See notes)	5/1/2020		\$26.37	\$17.69	\$44.06
Laborers (Class 04 - See notes)	5/1/2021		\$27.17	\$18.09	\$45.26
Laborers (Class 04 - See notes)	5/1/2022		\$27.97	\$18.54	\$46.51
Laborers (Class 04 - See notes)	5/1/2023		\$28.77	\$18.99	\$47.76
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 05 - See notes)	5/1/2016		\$24.44	\$15.79	\$40.23
Laborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41.28
Laborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
Laborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
Laborers (Class 05 - See notes)	5/1/2020		\$27.04	\$17.69	\$44.73
Laborers (Class 05 - See notes)	5/1/2021		\$27.84	\$18.09	\$45.93
Laborers (Class 05 - See notes)	5/1/2022		\$28.64	\$18.54	\$47.18
Laborers (Class 05 - See notes)	5/1/2023		\$29.44	\$18.99	\$48.43
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73
Laborers (Class 06 - See notes)	5/1/2016		\$23.86	\$15.79	\$39.65
Laborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
Laborers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95
Laborers (Class 06 - See notes)	5/1/2020		\$26.46	\$17.69	\$44.15
Laborers (Class 06 - See notes)	5/1/2021		\$27.26	\$18.09	\$45.35
Laborers (Class 06 - See notes)	5/1/2022		\$28.06	\$18.54	\$46.60
Laborers (Class 06 - See notes)	5/1/2023		\$28.86	\$18.99	\$47.85
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 07 - See notes)	5/1/2016		\$24.15	\$15.79	\$39.94
Laborers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
Laborers (Class 07 - See notes)	5/1/2018		\$25.30	\$16.79	\$42.09

## BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-05423 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24
Laborers (Class 07 - See notes)	5/1/2020		\$26.75	\$17.69	\$44.44
Laborers (Class 07 - See notes)	5/1/2021		\$27.55	\$18.09	\$45.64
Laborers (Class 07 - See notes)	5/1/2022		\$28.35	\$18.54	\$46.89
Laborers (Class 07 - See notes)	5/1/2023		\$29.15	\$18.99	\$48.14
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 08 - See notes)	5/1/2016		\$24.63	\$15.79	\$40.42
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Laborers (Class 08 - See notes)	5/1/2020		\$27.23	\$17.69	\$44.92
Laborers (Class 08 - See notes)	5/1/2021		\$28.03	\$18.09	\$46.12
Laborers (Class 08 - See notes)	5/1/2022		\$28.83	\$18.54	\$47.37
Laborers (Class 08 - See notes)	5/1/2023		\$29.63	\$18.99	\$48.62
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2017		\$33.80	\$24.16	\$57.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2018		\$35.35	\$24.61	\$59.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2019		\$35.35	\$26.61	\$61.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2020		\$36.90	\$27.06	\$63.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2021		\$38.44	\$27.52	\$65.96
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2017		\$36.05	\$24.82	\$60.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2018		\$37.60	\$25.27	\$62.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2019		\$37.60	\$27.27	\$64.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2020		\$39.14	\$27.73	\$66.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2021		\$40.69	\$28.18	\$68.87
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2017		\$33.52	\$24.07	\$57.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2018		\$35.07	\$24.52	\$59.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2019		\$35.07	\$26.52	\$61.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2020		\$36.61	\$26.98	\$63.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2021		\$38.16	\$27.43	\$65.59
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2017		\$35.78	\$24.72	\$60.50
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2018		\$37.32	\$25.19	\$62.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2019		\$37.32	\$27.19	\$64.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2020		\$38.87	\$27.64	\$66.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2021		\$40.41	\$28.10	\$68.51
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2017		\$30.60	\$23.21	\$53.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2018		\$32.15	\$23.66	\$55.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2019		\$32.15	\$25.66	\$57.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2020		\$33.69	\$26.12	\$59.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2021		\$35.24	\$26.57	\$61.81
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2017		\$29.47	\$22.88	\$52.35
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2018		\$31.01	\$23.32	\$54.33
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2019		\$31.01	\$25.33	\$56.34

## BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-05423 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2020		\$32.55	\$25.79	\$58.34
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2021		\$34.10	\$26.24	\$60.34
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2017		\$29.02	\$22.74	\$51.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2018		\$30.56	\$23.20	\$53.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2019		\$30.56	\$25.20	\$55.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2020		\$32.11	\$25.65	\$57.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2021		\$33.65	\$26.11	\$59.76
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2017		\$28.14	\$22.49	\$50.63
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2018		\$29.68	\$22.93	\$52.61
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2019		\$29.68	\$24.94	\$54.62
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2020		\$31.23	\$25.39	\$56.62
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2021		\$32.77	\$25.84	\$58.61
Operators (Class 02 - All Types of Cranes, Backhoes, Shovels)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Heavy, Class 07A - See Notes)	5/1/2017		\$40.73	\$27.63	\$68.36
Operators (Heavy, Class 07A - See Notes)	5/1/2018		\$42.58	\$28.18	\$70.76
Operators (Heavy, Class 07A - See Notes)	5/1/2019		\$42.89	\$30.27	\$73.16
Operators (Heavy, Class 07A - See Notes)	5/1/2020		\$44.74	\$30.82	\$75.56
Operators (Heavy, Class 07A - See Notes)	5/1/2021		\$46.59	\$31.37	\$77.96
Operators (Heavy, Class 07B - See Notes)	5/1/2017		\$40.38	\$27.53	\$67.91
Operators (Heavy, Class 07B - See Notes)	5/1/2018		\$42.23	\$28.09	\$70.32
Operators (Heavy, Class 07B - See Notes)	5/1/2019		\$42.54	\$30.17	\$72.71
Operators (Heavy, Class 07B - See Notes)	5/1/2020		\$44.39	\$30.72	\$75.11
Operators (Heavy, Class 07B - See Notes)	5/1/2021		\$46.25	\$31.26	\$77.51
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2017		\$32.93	\$23.87	\$56.80
Operators (Highway, Class 01 - See Notes)	5/1/2018		\$34.47	\$24.33	\$58.80
Operators (Highway, Class 01 - See Notes)	5/1/2019		\$34.47	\$26.33	\$60.80
Operators (Highway, Class 01 - See Notes)	5/1/2020		\$37.56	\$25.24	\$62.80
Operators (Highway, Class 01 - See Notes)	5/1/2021		\$39.10	\$25.70	\$64.80
Operators (Highway, Class 01a - See Notes)	5/1/2017		\$35.18	\$24.56	\$59.74
Operators (Highway, Class 01a - See Notes)	5/1/2018		\$36.72	\$25.01	\$61.73
Operators (Highway, Class 01a - See Notes)	5/1/2019		\$36.72	\$27.01	\$63.73
Operators (Highway, Class 01a - See Notes)	5/1/2020		\$39.81	\$25.92	\$65.73
Operators (Highway, Class 01a - See Notes)	5/1/2021		\$41.35	\$26.38	\$67.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.31	\$53.29
Operators (Highway, Class 02 - See Notes)	5/1/2017		\$31.75	\$23.53	\$55.28
Operators (Highway, Class 02 - See Notes)	5/1/2018		\$33.30	\$23.98	\$57.28
Operators (Highway, Class 02 - See Notes)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Highway, Class 02 - See Notes)	5/1/2020		\$36.38	\$24.90	\$61.28
Operators (Highway, Class 02 - See Notes)	5/1/2021		\$37.93	\$25.35	\$63.28
Operators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
Operators (Highway, Class 03 - See Notes)	5/1/2017		\$31.06	\$23.32	\$54.38
Operators (Highway, Class 03 - See Notes)	5/1/2018		\$32.59	\$23.80	\$56.39
Operators (Highway, Class 03 - See Notes)	5/1/2019		\$32.59	\$25.79	\$58.38

## BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-05423 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 03 - See Notes)	5/1/2020		\$35.69	\$24.69	\$60.38
Operators (Highway, Class 03 - See Notes)	5/1/2021		\$37.23	\$25.16	\$62.39
Operators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$21.98	\$51.80
Operators (Highway, Class 04 - See Notes)	5/1/2017		\$30.80	\$23.20	\$53.80
Operators (Highway, Class 04 - See Notes)	5/1/2018		\$32.14	\$23.66	\$55.80
Operators (Highway, Class 04 - See Notes)	5/1/2019		\$32.14	\$25.66	\$57.80
Operators (Highway, Class 04 - See Notes)	5/1/2020		\$35.23	\$24.57	\$59.80
Operators (Highway, Class 04 - See Notes)	5/1/2021		\$36.77	\$25.03	\$61.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14
Operators (Highway, Class 05 - See Notes)	5/1/2017		\$30.08	\$23.06	\$53.14
Operators (Highway, Class 05 - See Notes)	5/1/2018		\$31.63	\$23.51	\$55.14
Operators (Highway, Class 05 - See Notes)	5/1/2019		\$31.63	\$25.51	\$57.14
Operators (Highway, Class 05 - See Notes)	5/1/2020		\$34.72	\$24.42	\$59.14
Operators (Highway, Class 05 - See Notes)	5/1/2021		\$36.26	\$24.87	\$61.13
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10
Operators (Highway, Class 06 - See Notes)	5/1/2017		\$33.17	\$23.94	\$57.11
Operators (Highway, Class 06 - See Notes)	5/1/2018		\$34.71	\$24.39	\$59.10
Operators (Highway, Class 06 - See Notes)	5/1/2019		\$34.71	\$26.39	\$61.10
Operators (Highway, Class 06 - See Notes)	5/1/2020		\$36.25	\$26.85	\$63.10
Operators (Highway, Class 06 - See Notes)	5/1/2021		\$39.33	\$25.78	\$65.11
Operators (Highway, Class 06/A - See Notes)	5/1/2016		\$34.65	\$23.36	\$58.01
Operators (Highway, Class 06/A - See Notes)	5/1/2017		\$35.42	\$24.59	\$60.01
Operators (Highway, Class 06/A - See Notes)	5/1/2018		\$36.96	\$25.05	\$62.01
Operators (Highway, Class 06/A - See Notes)	5/1/2019		\$36.96	\$27.05	\$64.01
Operators (Highway, Class 06/A - See Notes)	5/1/2020		\$40.04	\$25.97	\$66.01
Operators (Highway, Class 06/A - See Notes)	5/1/2021		\$41.58	\$26.43	\$68.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.99	\$64.55
Operators (Highway, Class 07/A - See Notes)	5/1/2017		\$39.66	\$27.31	\$66.97
Operators (Highway, Class 07/A - See Notes)	5/1/2018		\$41.52	\$27.84	\$69.36
Operators (Highway, Class 07/A - See Notes)	5/1/2019		\$41.82	\$29.95	\$71.77
Operators (Highway, Class 07/A - See Notes)	5/1/2020		\$45.23	\$28.94	\$74.17
Operators (Highway, Class 07/A - See Notes)	5/1/2021		\$47.08	\$29.49	\$76.57
Operators (Highway, Class 07/B - See Notes)	5/1/2016		\$37.17	\$25.57	\$62.74
Operators (Highway, Class 07/B - See Notes)	5/1/2017		\$38.25	\$26.89	\$65.14
Operators (Highway, Class 07/B - See Notes)	5/1/2018		\$40.10	\$27.44	\$67.54
Operators (Highway, Class 07/B - See Notes)	5/1/2019		\$40.41	\$29.53	\$69.94
Operators (Highway, Class 07/B - See Notes)	5/1/2020		\$43.81	\$28.53	\$72.34
Operators (Highway, Class 07/B - See Notes)	5/1/2021		\$45.66	\$29.08	\$74.74
Painters Class 2 (see notes)	5/1/2020		\$31.81	\$20.43	\$52.24
Painters Class 3 (see notes)	5/1/2019		\$37.31	\$19.78	\$57.09
Painters Class 3 (see notes)	5/1/2020		\$37.91	\$20.43	\$58.34
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2020		\$57.45	\$36.93	\$94.38
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57

# **BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES**

<b>Project: 20-05423 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68



CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.1

RFP: Fire Alarm Detection installation and Design

DUE DATE: August 28, 2020  
3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

Please be advised that all drawings for this project are now available on the Pennbid website.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Name (Type or Print) \_\_\_\_\_

Date \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.2

RFP: Fire Alarm Detection installation and Design

DUE DATE: August 28, 2020  
3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

Q1. I verified no estimated value is posted on this project. May you provide an estimated value on this project?

A1. The City has an estimated value, but it is definitely committed to fully funding this project.

Q2. Is labor union required?

A2. No

Q3. Could you please provide the CFM's on the Air Handling Units?

A3. The City is now replacing the Building's 70ton chiller, flow and velocity will need to be researched if not on the plan

Q4. Will the prevailing wage rates be posted?

A4. Wage rates will be posted.

Q5. Please clarify is the bid to include only the BDA Survey or is it to include the Survey and BDA System?

A5. Yes, a radio signal strength survey is required,

Q6. Who is responsible for patching and painting? For example, if existing wire mold is to be either manipulated or removed entirely, who is responsible for repairing any damaged paint or finish?

A6. The Contractor

Q7. What level of noise is acceptable during library hours? Will work that causes excessive noise levels be restricted to off-hours?

A7. Low level conversation is OK, but construction with excessive noise will be asked to work on the off-hours. Work can proceed during the first shift 7-3, excessive noise could happen prior to opening.

Q8. Would this project be during first shift hour?

A8. Work can proceed during the first shift 7-3, excessive noise could happen prior to opening.

Q9. Due to the minimal amount of fire alarm equipment waste, do we need the PA Dept Environment Protection permit? We have electronic recycling that we use located at our headquarters.

A9. Please recycle at your headquarters.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Name (Type or Print) \_\_\_\_\_

Date \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.3

RFP: Fire Alarm Detection installation and Design

DUE DATE: August 28, 2020  
3:00 P.M. Prevailing Time

NOTICE

Prevailing Wage Rates for this project are posted as an attachment on the Pennbid website at Pennbid.procure.com and the City of Reading website at readingpa.gov.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Name (Type or Print) \_\_\_\_\_

Date \_\_\_\_\_

## 2) Proposal and Submittals (Bonds, Stipulations Against Liens)



Berkshire Systems Group, Inc.

8/27/2020

## WELCOME

Reading Public Library - New Fire Alarm System

Proposal: 11460-1-0-11237

Reading Public Library  
5th and Franklin Streets  
Reading, PA 19602

### **Method of Procedures:**

BSGI will mobilize and stage in the basement in the mechanical room. We will also use this area as our staging area for the fire alarm equipment. This is an ideal room because the fire alarm panel is located in this room. Working hours will take place during normal working hours, unless the Reading Public Library will allow BSGI to start earlier.

### **Coordination Plan:**

BSGI will accommodate the Reading Public Library and visitors as much as possible.

### **Acceptance Testing:**

BSGI will test and inspect the fire alarm system to the NFPA 72 code. A record of competition will be provide for the Reading Public Library records.

### **Probable Schedule:**

It will take about 2 weeks to design, draw and circuit the Fire Alarm System. BSGI will submit to the City of Reading Fire Marshal for approval. Once drawings are approve, it will be 14 weeks to install the new systems. 2 Days will be need to do the Final Acceptance test per NFPA 72. 8 Hours of training will be performed.

### **Training:**

BSGI employs a full time professional trainer. The Reading Public Library upon competition of the project will receive 8 hours of technical training on the New Fire Alarm System as well as the Area of Rescue Assistance system. Reading Public Library employees will be able to ask questions and get a "Hands On" Demonstration of the Fire Alarm panel and Rescue Assistance.

### **Maintenance Procedures:**

BSGI will be mindful of the areas in which work is being performed. Areas where work is being performed will be swept and dust and debris is cleaned.

Sincerely

*Jedediah Richardson*

Application Specialist  
Berkshire Systems Group, Inc.  
(570) 854-7941  
jrichardson@bsgi.com



Berkshire Systems Group, Inc.

8/27/2020

**PROJECT DETAILS**

Reading Public Library - New Fire Alarm System

Proposal: 11460-1-0-11237

Customer Name: Reading Public Library

Project Location: Reading Public Library

Contact Name: ,

**Fire Alarm System****Fire Alarm Panel**

QTY	Part #	Description
1	FC922-US	Addressable Fire Alarm Control Panel, 252 Point, 170W Power Supply
1	FV920-EK	Voice Electronics Package, Consist of Consists of: One VCC2001-A1 Voice CPU Card, one VCC2002-A1 Voice I/O Card, one VCI2001-U1 50W Voice Amplifier Card, one VCA2002-A1 Voice Card Cage, one FCA2031-A1 Connection Module (McNet), one VTO2001-U3 Option Module (24 switches), one VTO2004-U3 Option Module (Microphone)
1	FHK2004-U3	Enclosure for Voice Panel, 3 Unit High, Black
1	FHD2005-U1	Inner Door, Solid, Black
1	FT2015-U3	Remote Annunciator, Black
1	VR2005-U3	Remote Microphone Kit,
1	FCA2015-U1	Dialer Module
2	PS-12350	Batteries - 35 Amp Hr
1	PAD-4-6A	Signal Panel, 4 Class B Circuits, 6 Amps at 24VDC, 3 Amp Max Per Circuit, 3 Amp Aux Power, Fits 2-7AH Batteries, Red Enclosure
1	XTRI-M	Mini Single Input Monitor Module with Built-In Isolator
2	PS-1270	Batteries - 7 Amp Hr
1	SLETEVI-CFB-PS	Commercial Fire Dual Path in red metal housing, LTE, Verizon LTE Network. 120VAC
1	SSU00890	Documents Box, Red, BSGI Logo
1	IK1002	T45 Siemens Key Lock for BSGI Logo Document Box

**Fire Alarm Panelv**

QTY	Part #	Description
1	FHK2001-U3	Enclosure for Remote Network Annunciator (FT924), Black

**Initiating Devices**

QTY	Part #	Description
17	XMS-S	Addressable Single Action Manual Pull Station with Isolation
17	SMBOX-XMP	Surface Mounting Backbox for X-Series Manual Stations
77	OOH941	Addressable Dual Optical Smoke Detector w/ Dual Built-In Heat Detector
4	OOHC941	Addressable Dual Optical Smoke Detector w/ Dual Built-In Heat Detector, and Built-In Carbon Monoxide Detector
1	HI921	Addressable Heat Detector
82	DB-11	Detector Base Assembly
1	5000-103	Beam Detector System
1	5000-031	Additional Beam Detector Head and Prism
1	AL600ULX	Altronix 6A, 12Vdc or 24VDC Output, 115VAC, Built-In Charger and Enclosure
2	PS-1270	Batteries - 7 Amp Hr
2	XTRI-D	Dual Input Monitor Module with Built-In Isolator
4	DT-135R	Rate of Rise 135 degree Heat detector
2	XTRI-D	Dual Input Monitor Module with Built-In Isolator
12	XTRI-R	Single Input Monitor Module with Relay and Built-In Isolator

**Notification Appliances**

QTY	Part #	Description
17	SET-MC-CR	Speaker/Strobe, 1/8 to 8 Watts, 15/30/75/95 CD, Ceiling Mount, Red
30	SET-MC-R	Speaker/Strobe, 1/8 to 8 Watts, 15/30/75/110 CD, Wall Mount, Red
3	ZR-MC-CR	Strobe Only, 15/30/75/110 CD, Ceiling Mount, Red
5	SET-R	Speaker Only, 1/8 to 8 Watts, Wall Mount, Red
5	ZR-MC-R	Strobe Only, 15/30/75/110 CD, Wall Mount, Red



Berkshire Systems Group, Inc.

8/27/2020

**PROJECT DETAILS**

Reading Public Library - New Fire Alarm System

Proposal: 11460-1-0-11237

**Fire Alarm System****Services**

QTY	Part #	Description
1	LOT	Installation
1	LOT	Drawing Package
1	LOT	Equipment Rental
1	LOT	System Programming
1	LOT	System Commissioning
1	LOT	Submittals and O&M Manuals
1	LOT	On-Site End User Operator Training, 1 Session
1	LOT	One Year On Site Warranty
1	LOT	Demo Old Fire Alarm System

**BDA Site Survey****BDA Survey**

QTY	Part #	Description
1	LOT	BSGI To Preform BDA Site Assessment

**Area of Rescue Assistance****Rescue Assist**

QTY	Part #	Description
1	A-4208	Rescue Assistance Annunciator Panel 8-Zone
		Audio
1	BB-41	Enclosure for Annunciator A-4208
1	B-5243A	Power Supply in Enclosure w/ Battery Back-up
		3 Amps (Includes Batteries)
5	4201B/V	Audio Rescue Assistance Station, Vandal Resistant and Water Resistant
5	SN-B42D	Double Face Incandescent Sign with Battery BackUp
5	SN-P42F	Rescue Assistance Sign

**Financial Summary**

Total Proposal Amount:

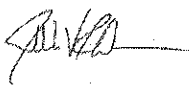
\$248,578.00

Note: The above price does not include sales tax.

**PROJECT ACCEPTANCE**

Berkshire Systems Group, Inc.

Reading Public Library



Date

Jedediah Richardson

PO #





## **6. LISTING OF CONTRACTS ON HAND**

BSGI has 362 jobs currently in progress in various stages. From a couple hundred dollars to over two million dollars these projects offer a wide variety of technologies and complexities. Many of these are major construction projects that may take place over years. None of our projects are past their substantial completion date.

## 11. BSGI CONSTRUCTION EXPERIENCE SIMILAR TO READING PUBLIC LIBRARY VOICE EVACUATION FIRE ALARM PROJECT.

BSGI has done multiple Voice Evacuation Fire Alarm Projects within the City of Reading as well as throughout the Commonwealth of Pennsylvania. The major projects that we are completing are the following:

### Current On-Going Major Deployments in similar Vertical Markets

Schwenkfelder Library	PA Rare Book Archives
Reading City Hall Fire & Security	PennDOT State Wide Contract
Verizon State Wide Contract	PA State Police Head Quarters
Lancaster General Hospital	PA Turnpike Commission Video Surveillance
Horsham Library	Reading Hospital & Medical Center
City of Philadelphia Fire Department Admin Building	City of Phila Office Emergency Management
Penn State University (Main & Branch Campuses)	PA Judicial Center, Capital Complex
PA Liquor Control Head Quarters	Bucks County Judicial Center
Franklin and Marshall College	York County Judicial Center

### BSGI COMPANY QUALIFICATIONS

Berkshire Systems Group is in a unique position to facilitate the fire alarm replacement project as BSGI was the original installer of the existing Reading Public Library Fire Alarm System. BSGI is licensed and approved to work in the City of Reading and we are UL Listed. We are a Certified WBEC so 100% of the Fire Alarm project would benefit a WBEC far exceeding the 6.9% participation goal. We know the codes, we know the city ordinances and we know the building, BSGI can make this project easy for the Reading Public Library. BSGI is the most qualified contractor for this project. Here is some of the proof:

#### The BSGI Advantage:

- BSGI holds **Certificate of Fitness** for the City of Reading.
- **BSGI is a U.L. Listed** Fire Alarm Provider as required by the City of Reading.
- Experience - 37 Years in the Fire Alarm Industry.
- **Local-Reading, PA based family owned business.**
- BSGI is a Certified **WBEC**.
- **Best Service Organization-120** Employees with over 40 technicians
- **Product Life Cycle of OVER 25 YEARS**
- **3 Year Comprehensive Warranty**
- **Designed to meet all applicable codes.**
- **Installed by Licensed Electricians** (HB Frazer) under our Project Management Supervision



*Reading Public Library-Main Branch Fire Alarm, Detection Installation and Design RFP*

## **14. BSGI MAJOR PROJECTS IN THE LAST 5 YEARS.**

The following is a sample of the Major Projects completed in the last 5 years.

### **Reading City Hall Fire Alarm & Surveillance System Upgrade**

1. Owner: City of Reading
2. Original Contract Amount: \$284,315.00-Fire Alarm and \$182,000 Video Surveillance
3. Substantial Completion Date: 7-31-2018
4. % of Work Completed by BSGI work force: 50%

### **Reading Hospital & Medical Center-Tower Health T Building**

1. Owner: Tower Health
2. Original Contract Amount: \$3,759,700.00
3. Substantial Completion Date: 3-2018
4. % of Work Completed by BSGI work force: 50%

### **Pennsylvania Emergency Management Agency (PEMA) Access Control System**

1. Owner: Commonwealth of PA
2. Original Contract Amount: \$118,500.00
3. Substantial Completion Date: 2-28-2020
4. % of Work Completed by BSGI work force: 100%



*Reading Public Library-Main Branch Fire Alarm, Detection Installation and Design RFP*

## **15. BSGI EXPERIENCE OF KEY INDIVIDUALS**

---

**OWNER & PRESIDENT AT BSGI: BETH HAHN**

---

**bhahn@sahinc.com**

**Professional Experience:**

Berkshire Systems Group, Inc.

**President 2016 to Present**

♦ Management of operations for BSGI, Inc.  
SAH, INC.

**Founder and President 1988 to Present**

♦ Management of the operations for SAH, Inc.

**Education:** Shippensburg University - B.S.B.A. Business Marketing September 1984 – June 1988  
National Burglar & Fire Alarm Association - Certified Alarm Technician Level I Training May 1989

**Skills:** Design and quote Security, Fire Alarm, Card Access and CCTV. Managerial skills include Accounts Payable approval, General Billing, Staff meetings, and day-to-day operations.

---

**OWNER & SR. APPLICATION SPECIALIST AT BSGI: LUKE HAHN**

---

**lhahn@bsgi.com**

**Experience**

**Berkshire Systems Group Inc. | Senior applications specialist|1990-Present**

**Skills & Abilities**

- Level IV NICET
- Level II SPECIAL HARZARDS
- EXEL
- WORD

**Education**

- Reading Senior High School -1979
- 66<sup>th</sup> in a Class of 769
- Reading Muhlenberg Vocational Technical School-1979- Machine Tool Technology
- Graduate 2<sup>nd</sup> in Class, Voted Outstanding Student

---

**APPLICATIONS TEAM LEADER: MIKE CIRULLI**

---

Berkshire Systems Group Sales Manager

Bachelor of Arts, Communications, Pennsylvania State University

NICET Level IV Certified

Employed At Berkshire Systems Group, Inc. for 25 Years

Location: Reading Office

***Trained in the following:***

Genetec Omnicast

AMAG Access Control & Security Systems

Napco Security Systems



*Reading Public Library-Main Branch Fire Alarm, Detection Installation and Design RFP*

---

Lenel S2 Access Control Systems

Aiphone

UTC Security

Panasonic iPro CCTV Surveillance

Bosch CCTV Surveillance

Siemens Fire Safety-Cerberus Pro, Cerberus Pro Modular, XLS, SXL, MXL & MXLV Systems

Honeywell – Farenhyt Silent Knight

## **16. REFERENCES: VOICE EVACUATION FIRE ALARM SYSTEM**

### ***Milton Hershey Schools: Student Housing Cottages Phase V, Founder Hall Safety & Security***

Location: Hershey, PA

Contact: Mike Laruffa 717-574-8429

Total Project Value: \$1,200,000.00/\$275,000/\$142,000

Project Dates: November 2014 to Present. Project is ongoing.

#### ***Siemens Campus-wide Network Fire Alarm System***

Milton Hershey Schools has been a partner of Berkshire Systems Group for over 20 years. Over the past 20 years we have seen their campus and their enrollment grow significantly. Consequently, the administration at Milton Hershey has made a significant investment in life safety technology on their campus.

Berkshire Systems Group has installed 225 Fire Alarm Control Panels throughout the campus, all reporting back to a Keltron Fire Alarm Network Command Center. This UL Listed Fire Alarm Command Center is monitored 24 hours a day for any fire or trouble conditions. Most of the Fire Alarm Network infrastructure consists of fiber optic cable, ensuring the safest and fastest transmission method for all emergency signals. We have worked with their facilities and IT department as well as administration and house parents to make sure that all buildings and, more importantly, all occupants are protected with code compliant fire alarm systems.

The current Milton Hershey Schools Fire Alarm System also includes Global Paging and gives the school the ability to address building occupants across the campus giving them Mass Notification capabilities.

Currently Berkshire Systems Group is engaged in the Student Housing Project where the school is expanding its housing capacity by building 32 new student homes. Working through electrical contractors, BSGI is providing the fire alarm systems for all of the new homes.

## ***Trainer Borough Police Department Street Surveillance System***

Location: Trainer, PA (Delaware County)

Contact: Chief Fran Priscopo 610-656-8430

Total Project Value: \$165,000.00

Project Dates: September 2016 to December 2017.

#### ***Panasonic iPro CCTV Surveillance & Video Management System***

The Trainer Borough Police Department received Department of Homeland Security Grant funds through PEMA, the Pennsylvania Emergency Management Agency, along with their neighboring Police Departments from Marcus Hook. The focus of the grant was to protect key ingress and egress points to the many Petroleum Refineries that line the Delaware River in the region. Working directly with the Police Department, Berkshire Systems Group put together a plan to monitor critical intersections and avenues with the latest IP Network Surveillance Camera technology.

To accomplish this task BSGI explored several options including wireless video transmission and determined that the geography of the area was not suitable for wireless. We settled on the use of Panasonic iPro Surveillance Cameras and a Fiber Optic Back bone to transmit street video back to the Police Department. To facilitate the installation BSGI turned to a trusted Electrical Contractor who specialized in street light and pole work, Charles A. Higgins and Sons Inc. Higgins has specialized in street lights and pole work since 1925 and is equipped with all of the bucket trucks and traffic control apparatus necessary to complete the job safely.

We focused on 5 intersections and streets that represented the mission critical ingress and egress points from the local refinery and utilized Panasonic iPro Pan Tilt Zoom Cameras with a 36x Optical Zoom at each location. Also installed at each location was a NEMA Rated enclosure with a power supply, fiber optic transceiver and network gear required for the video signal transmission.

The usefulness of the system was immediately apparent. As our technician applied power to the head end equipment, the first image on the screen was one of the borough officers standing at the window of a vehicle he had pulled over. Our technician was immediately able to demonstrate the cameras capabilities by zooming in on the officer's clipboard showing that we could read the writing from a good distance away.

The system was successfully installed, on time and within budget, and has been used many times to help the police department solve crimes and track down criminals.

### ***Tower Health (Reading Health System)***

Location: Reading, PA

Contact: Leonard Leiby 610-988-4436

***Fire Alarm, Access Control, CCTV Surveillance & VMS, Intrusion Detection, Automated Access Control Doors & Patient Wondering.***

Total Project Value: \$3,759,700.00

Phase I: \$1,100,000.00 IP-CCTV, Security Console/Monitor Wall, VMS & Recording

Phase II: \$ 345,500.00 IP-CCTV For Garages, Access Control Upgrades & Additions

Phase III: \$2,314,200.00-IP-CCTV Access Control, Fire Alarm, Intercom & Paging

Project Dates: January 2015 to March 2018.

Reading Health System, formally known as The Reading Hospital and Medical Center, has made a major investment in the future by continuing to expand and improve their campus with a new Trauma Center and Cancer Treatment Center. In concert with these expansions the Hospital decided to make a major investment in security. BSGI was invited, along with 2 other pre-approved integrators, to submit a technical proposal for the installation of a new IP based CCTV Surveillance System that would cover the entire campus as well as Access Control Additions. BSGI was awarded the IP-CCTV & Access Control Expansion project in January of 2013. As the General Contractor for Phases I & II, BSGI coordinated all subcontractors including a High Voltage Electrical Contractor and a Structured Cabling Contractor. Berkshire Systems Group was responsible meeting all ICRA and JCAHO (Joint Commission Accreditation Standards) requirements as well as all project milestones and installation requirements. We

worked hand-in hand with Hospital Administration, IT, Security and Maintenance Departments to coordinate all aspects of this project from inception to final training and acceptance.

In the first phase of this project we replaced the existing consoles in the security center and installed a new command center using a Winsted Security Console and Monitor Wall. Pre-Training for managers, administration and security personnel took place immediately following the completion of the security center command center. Once our customer was competent with the new CCTV Head End, Video Management and Recording Solution the installation of the new Panasonic iPro HD CCTV Surveillance Cameras could begin.

Berkshire Systems Group installed 376 new IP CCTV Cameras which were comprised of 1.3, 2 or 3 Megapixel High Definition Cameras. The cameras included a mix of fixed, PTZ Cameras (Pan, Tilt, Zoom) and 360° single lens fixed cameras.

The recording solution included a total of 7 Network Video Recorder of 27TB Hard Drive Storage in each. These NVRs were located in a remote Server Farm in Breinigsville, PA just south of Allentown. The bandwidth requirement to offload that amount of video to a location almost 40 miles away from the hospital was staggering.

Now that phases I & II are complete the final phase has begun. In Phase III Berkshire Systems is providing another 115 Panasonic iPro CCTV Surveillance Cameras as well as 3 more NVRs. This phase also entails a large addition and upgrade to the existing UTC Diamond II Access Control System. 257 Access Control Reader Locations will be added during this phase as well as an upgrade to the Access Control Software. All of the new reader locations will be installed using Lenel Mercury Panels and programmed into a new Lenel OnGuard data base.

### ***Penske Truck Leasing & Penske Logistics***

Location: Reading, PA, Penske's North American Headquarters

Contact: Drew Parenti-Vice President of Security

Drew.Parenti@penske.com

#### **Access Control System, CCTV Surveillance System, Panic Alarm System**

Total Project Value since inception: \$618,000

Recent Project Totals from 2018-Present: \$144,700.00

Penske's corporate headquarters is located in Reading, Pennsylvania where we landed our first project with their company back in April of 2000. The original project entailed the installation of an enterprise access control system throughout their corporate complex in Reading. Since then, Penske has become Berkshire's first national account as the access control system now protects Penske Truck Leasing and Logistics offices in Pennsylvania, Ohio, Michigan, Georgia, Massachusetts, Texas and California.



In addition the 150 access control doors that protect 12 different locations across the United States, we have now added IP Surveillance Cameras to their corporate headquarters. Utilizing a Salient VMS Head End we have installed Panasonic iPro HD Cameras through the facility focused on monitoring entry/exit and pedestrian traffic points.

All of these systems are centrally administrated from the Penske's headquarters in Reading, where all of the nearly 5,000 Penske associates in the data base are badged by their HR department. From there Penske's security team handles the remainder of the system administration duty.



### CREDIT REFERENCES

Anixter, Inc.  
135 Crossways Park Drive, Suite 101  
Woodbury, NY 11797  
PHONE: (877) 884-8858  
FAX: (516) 921-2384  
ACCT: 003926

Scansource, Inc.  
6 Logue Court  
Greenville, SC 29615  
PHONE: (800) 944-2439  
FAX: (864) 286-4544  
ACCT: 1000008116

Telecor  
Mississauga  
Ontario, Canada L5T1G1  
PHONE: (905) 564-0801  
FAX: (905) 564-0806  
ACCT: 1606

Bosch Security Systems, Inc.  
130 Perinton Parkway  
Fairport, NY 14450  
PHONE: (800) 289-0096  
FAX: (585) 678-3198  
ACCT: 19005199

### BANK

BB&T  
1340 Broadcasting Road, Suite 200  
Wyomissing, PA 19610  
PHONE: (610) 340-1030

Bank Officer – Barb Pattison  
Account: 1390005263510  
FAX: (610) 375-2571

### OFFICERS

Beth A. Hahn, President  
Joseph Hnatishion, Chief Financial Officer

Luke R. Hahn, Vice President

Berkshire Systems D&B: 07-538-6979  
Berkshire Systems Federal I.D.: 23-2218930  
Sales Tax License: 06-261141  
Incorporated October 4, 1982



***BERKSHIRE SYSTEMS GROUP, INC.  
AND AFFILIATE***

**COMBINED FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

**Years Ended December 31, 2019 and 2018**

## TABLE OF CONTENTS

	Pages
<b>INDEPENDENT ACCOUNTANT'S REVIEW REPORT .....</b>	<b>1</b>
<b>COMBINED FINANCIAL STATEMENTS</b>	
Combined Balance Sheets.....	2
Combined Statements of Income and Changes in Equity.....	3
Combined Statements of Cash Flows.....	4 - 5
Notes to Combined Financial Statements.....	6 - 17
<b>SUPPLEMENTARY INFORMATION</b>	
Combining Balance Sheets.....	18 - 19
Combining Statements of Income and Changes in Equity.....	20 - 21
Combining Schedules of Operating Expenses.....	22 - 23
Schedule of Contracts in Progress .....	24
Schedules of Earnings from Contracts .....	25



CPAS + CONSULTANTS

**INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

Herbein + Company, Inc.  
2763 Century Boulevard  
Reading, PA 19610

P: 610.378.1175  
F: 610.378.0999  
www.herbein.com

**To the Stockholders**  
**Berkshire Systems Group, Inc. and Affiliate**  
**Shillington, Pennsylvania**

We have reviewed the accompanying combined financial statements of Berkshire Systems Group, Inc. (an S Corporation) and Affiliate (a Partnership), which comprise the combined balance sheets as of December 31, 2019 and 2018, and the related combined statements of income and changes in equity, and cash flows for the years then ended, and the related notes to the combined financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

**Management's Responsibility for the Combined Financial Statements**

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement whether due to fraud or error.

**Accountant's Responsibility**

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the combined financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

**Emphasis of Matter**

As discussed in Note 1 of the financial statements, in 2019 the Company adopted Accounting Standards Codification 606, *Revenue from Contracts with Customers*. Our conclusion is not modified with respect to this matter.

**Accountant's Conclusion**

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

**Supplementary Information**

The supplementary information included on pages 18 through 25 is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the combined financial statements. The supplementary information has been subjected to the review procedures applied in our reviews of the basic combined financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

*Herbein + Company, Inc.*

**Reading, Pennsylvania**  
**February 21, 2020**

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## COMBINED BALANCE SHEETS

ASSETS	December 31	
	2019	2018
<b>CURRENT ASSETS</b>		
Cash		
Accounts receivable:	\$ 16,330	\$ 110,146
Contracts		
Other	3,314,717	3,649,648
Inventory	-	1,850
Contract assets	1,575,279	1,395,792
Prepaid expenses	118,134	89,359
	90,485	97,948
<b>TOTAL CURRENT ASSETS</b>	<b>5,114,945</b>	<b>5,344,743</b>
<b>PROPERTY AND EQUIPMENT</b>		
Land	-	60,093
Buildings and improvements	-	1,543,007
Office furniture and fixtures	1,187,873	1,306,930
Automotive equipment	2,273,882	1,952,117
Leasehold improvements	384,737	353,210
	3,846,492	5,215,357
Accumulated depreciation	(2,576,133)	(3,181,955)
<b>NET PROPERTY AND EQUIPMENT</b>	<b>1,270,359</b>	<b>2,033,402</b>
<b>OTHER ASSETS</b>		
Cash value of life insurance	230,737	188,937
Security deposit	980	980
Advances to affiliate	196,667	42,827
<b>TOTAL OTHER ASSETS</b>	<b>428,384</b>	<b>232,744</b>
<b>TOTAL ASSETS</b>	<b>\$ 6,813,688</b>	<b>\$ 7,610,889</b>

See independent accountant's review report and notes to combined financial statements.

	December 31	
LIABILITIES AND EQUITY	2019	2018
<b>CURRENT LIABILITIES</b>		
Note payable to bank	\$ 586,273	\$ 708,521
Accounts payable - trade	939,759	577,814
Accrued payroll	429,943	470,838
Deferred revenue	1,160,749	1,175,943
Other accrued expenses	46,386	26,633
Current maturities of long-term debt	250,696	254,350
<b>TOTAL CURRENT LIABILITIES</b>	<b>3,413,806</b>	<b>3,214,099</b>
<b>LONG-TERM DEBT</b>	<b>400,855</b>	<b>585,292</b>
<b>TOTAL LIABILITIES</b>	<b>3,814,661</b>	<b>3,799,391</b>
<b>EQUITY</b>		
Common stock, par value \$.33 per share:		
Authorized - 3,000 shares	100	100
Issued and outstanding - 300 shares	1,900	1,900
Additional paid-in capital	3,087,027	3,899,498
Retained earnings/partners' capital	3,089,027	3,901,498
Cost of 6 shares of common stock held in Treasury	(90,000)	(90,000)
<b>TOTAL EQUITY</b>	<b>2,999,027</b>	<b>3,811,498</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 6,813,688</b>	<b>\$ 7,610,889</b>

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## COMBINED STATEMENTS OF INCOME AND CHANGES IN EQUITY

	Year Ended December 31			
	2019		2018	
	Amount	Percent of Revenue	Amount	Percent of Revenue
<b>REVENUE</b>	\$ 19,838,001	100.0 %	\$ 20,303,013	100.0 %
<b>COST OF REVENUES EARNED</b>				
Direct labor	4,736,080	23.9	4,408,291	21.7
Fringe benefits	1,335,303	6.7	1,224,162	6.0
Material	6,713,683	33.8	6,839,728	33.7
Subcontractors	371,930	1.9	800,848	3.9
Freight-in	100,272	0.5	102,459	0.5
Depreciation	452,494	2.3	418,963	2.1
Vehicle expense	387,744	2.0	378,033	1.9
<b>TOTAL COST OF REVENUES EARNED</b>	<b>14,097,506</b>	<b>71.1</b>	<b>14,172,484</b>	<b>69.8</b>
<b>GROSS PROFIT</b>	<b>5,740,495</b>	<b>28.9</b>	<b>6,130,529</b>	<b>30.2</b>
<b>OPERATING EXPENSES</b>	<b>5,659,645</b>	<b>28.5</b>	<b>5,586,299</b>	<b>27.5</b>
<b>OPERATING INCOME</b>	<b>80,850</b>	<b>0.4</b>	<b>544,230</b>	<b>2.7</b>
<b>OTHER INCOME (EXPENSES)</b>				
Interest income	1,942	-	282	-
Other income	93,254	0.5	103,110	0.5
Bad debt expense	(10,697)	(0.1)	(131,364)	(0.5)
Interest expense	(74,661)	(0.4)	(82,533)	(0.4)
Gain on sale of property and equipment	718,779	3.6	8,336	-
<b>NET OTHER INCOME (EXPENSES)</b>	<b>728,617</b>	<b>3.6</b>	<b>(102,169)</b>	<b>(0.4)</b>
<b>NET INCOME</b>	<b>809,467</b>	<b>4.1 %</b>	<b>442,061</b>	<b>2.3 %</b>
<b>RETAINED EARNINGS/PARTNERS' CAPITAL AT BEGINNING OF YEAR</b>	<b>3,899,498</b>		<b>3,833,347</b>	
<b>LESS: STOCKHOLDERS'/PARTNERS' DISTRIBUTIONS</b>	<b>(1,621,938)</b>		<b>(375,910)</b>	
<b>RETAINED EARNINGS/PARTNERS' CAPITAL AT END OF YEAR</b>	<b>\$ 3,087,027</b>		<b>\$ 3,899,498</b>	

See independent accountant's review report and notes to combined financial statements.



## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## COMBINED STATEMENTS OF CASH FLOWS

	Year Ended December 31	
	2019	2018
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 809,467	\$ 442,061
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Depreciation	461,124	454,187
Gain on sale of property and equipment	(718,779)	(8,336)
Change in cash value of life insurance	(41,800)	16,391
Changes in:		
Accounts receivable	336,781	903,382
Inventory	(179,487)	25,922
Contract assets	197,938	(154,280)
Prepaid expenses	7,463	52,591
Accounts payable	361,945	(350,149)
Accrued expenses	(21,142)	(77,307)
Deferred revenue	(15,194)	135,955
Contract liabilities	(226,713)	16,638
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<b>971,603</b>	<b>1,457,055</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from sale of property and equipment	1,556,749	9,725
Purchase of:		
Office furniture and fixtures	(84,533)	(91,961)
Automotive equipment	(164,253)	(129,975)
Leasehold improvements	(31,527)	(9,640)
Net decreases (increases) of advances to affiliates	(153,840)	140,251
<b>NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES</b>	<b>1,122,596</b>	<b>(81,600)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net repayments on notes payable to bank	(122,248)	(829,462)
Principal repayments on long-term debt	(443,829)	(248,724)
Stockholders' distributions	(88,000)	(39,910)
Partners' distributions	(1,533,938)	(336,000)
<b>NET CASH USED BY FINANCING ACTIVITIES</b>	<b>(2,188,015)</b>	<b>(1,454,096)</b>
<b>NET DECREASE IN CASH</b>	<b>(93,816)</b>	<b>(78,641)</b>
<b>CASH AT BEGINNING OF YEAR</b>	<b>110,146</b>	<b>188,787</b>
<b>CASH AT END OF YEAR</b>	<b>\$ 16,330</b>	<b>\$ 110,146</b>

See independent accountant's review report and notes to combined financial statements.

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## COMBINED STATEMENTS OF CASH FLOWS - CONTINUED

	Year Ended December 31	
	2019	2018
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	\$ 74,661	\$ 82,636
<b>SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
Long-term debt assumed for purchase of automotive equipment	\$ 255,738	\$ 228,794

See independent accountant's review report and notes to combined financial statements.

**BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE****(REVIEWED)****NOTES TO COMBINED FINANCIAL STATEMENTS****December 31, 2019 and 2018**

Berkshire Systems Group, Inc. (the "Company"), a Pennsylvania corporation, is a non-union contractor that specializes in construction of fire alarm, specialty detection, mass & emergency notification systems; security, CCTV & access control systems; clean agent, inert agent and special hazard suppression systems; sound & video communication, phone/intercom systems; wet & dry sprinkler inspection, and testing. Their primary customers are educational institutions, government entities, commercial/industrial, and general contractors or electrical prime contractors. Offices are located in Reading (HQ), State College, and York and all sales are in Pennsylvania.

Salen Yerger Associates is a Pennsylvania partnership which leases commercial real estate, including the corporate offices and warehouse of Berkshire Systems Group, Inc.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES****Change in Accounting Principle**

The Company adopted ASC 606, *Revenue from Contracts with Customers* ("ASC 606"), on January 1, 2019. The Company applied ASC 606 using the modified retrospective method (also known as the cumulative effect method), whereby a cumulative effect is recorded to opening retained earnings and ASC 606 is applied prospectively. The Company elected the completed contract practical expedient and only applied ASC 606 to contracts that were not completed as of January 1, 2019. The adoption of the new standard did not materially change the Company's revenue recognition patterns and it did not have an effect on the Company's retained earnings balance as of January 1, 2019.

**Basis of Combination**

The combined financial statements include the accounts of Berkshire Systems Group, Inc. and Salen Yerger Associates (collectively the "Companies"). All significant intercompany accounts and transactions have been eliminated in combination.

**Operating Cycle**

The length of the Companies' contracts varies, but typically does not extend beyond one year. For this reason, there are no long-term assets or liabilities for contract-related items.

**Revenue and Cost Recognition**

In the process of performing its construction contracts with its customers, the Company considers each contract to be one performance obligation, unless the circumstances dictate otherwise. Revenue is recognized as the work is performed over time and it is arrived at by determining the amount of cost incurred as it relates to total estimated cost after giving effect to the most recent estimates of cost to complete. The Company evaluates whether two or more contracts should be combined and accounted for as one single contract and whether the combined or single contract should be accounted for as more than one performance obligation. This evaluation requires significant judgment and the decision to combine a group of contracts or separate the combined or single contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period.

**BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE**

**(REVIEWED)**

**NOTES TO COMBINED FINANCIAL STATEMENTS**

**December 31, 2019 and 2018**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

---

**Transaction Price**

The nature of the Company's contracts gives rise to several types of variable consideration including claims and contract modifications. The Company includes in the contract estimates additional revenue for submitted contract modifications or claims against the customer when the Company believes it has an enforceable right to the modification or claim, the amount can be estimated reliably and its realization is probable. In evaluating these criteria, the Company considers the contractual/legal basis for the claim, the cause of any additional costs incurred, the reasonableness of those costs and the objective evidence available to support the claim. These estimates are based on historical experience, anticipated performance and the Company's best judgment at the time.

**Contract Modifications**

Contract modifications are routine in the performance of the Company's contracts. Contracts are often modified to account for changes in the contract specifications or requirements. In most instances, contract modifications are for goods or services that are not distinct, and, therefore, are accounted for as part of the existing contract.

**Service Contracts and Parts Sales**

The Company also performs service contracts and recognizes the revenue on those contracts at a point in time as the work is performed and the customer is charged for the service. Parts sales are made as part of the service contracts or counter sales from walk-in business and are charged to the customer at a point in time.

**Use of Estimates**

The preparation of the combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates. It is reasonably possible that changes in estimates may occur in the near term and those revisions and cost and revenue estimates are reflected in the period in which the facts that require the revisions become known.

**Cash**

At various times during the years ended December 31, 2019 and 2018, the Companies had cash balances in excess of the federally insured limit in a deposit account at one local bank.

**Inventory**

Material inventory is stated at the lower of average cost or net realizable value.

**BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE****(REVIEWED)****NOTES TO COMBINED FINANCIAL STATEMENTS****December 31, 2019 and 2018****NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED****Contracts Receivable**

Contracts receivable are carried at the outstanding amount due less an allowance for doubtful accounts, if an allowance is deemed necessary. Allowances for doubtful accounts are established when there is a basis to doubt the full collectability of the contracts receivable. On a periodic basis, the company evaluates its contracts receivable and determines the requirement for an allowance, based on its history of past write-offs, collections and current conditions. When a contract receivable is ultimately determined to be uncollectible and due diligence for collections has taken place, the contract receivable is written off. Management believes no allowance for doubtful accounts is necessary.

**Property and Equipment**

Property and equipment are stated at cost. Major renewals and betterments are capitalized while replacements, maintenance, and repairs, which do not improve or extend the lives of the respective assets, are expensed currently. When an asset is disposed of, the asset and related allowance for depreciation are eliminated and any gain or loss on the transaction is included in income.

**Depreciation**

Depreciation is computed using the straight-line method based upon the following useful lives:

Buildings and improvements	5 to 39 years
Office furniture and fixtures	3 to 7 years
Automotive equipment	5 to 10 years
Leasehold improvements	5 to 7 years

Depreciation expense for the years ended December 31, 2019 and 2018 was \$461,124 and \$454,187, respectively.

**Impairment of Long-Lived Assets**

Management reviews the carrying value of long-lived assets on an ongoing basis. When factors indicate that a long-lived asset may be impaired, management uses an estimate of the undiscounted future cash flows over the remaining life of the asset in measuring whether the long-lived asset is recoverable. If such an analysis indicates that an impairment has in fact occurred, the book value of the long-lived asset is written down to its fair value, which is estimated using discounted cash flows. As of December 31, 2019 and 2018, no impairment of long-lived assets was considered necessary.

**BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE****(REVIEWED)****NOTES TO COMBINED FINANCIAL STATEMENTS****December 31, 2019 and 2018****NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

---

**Income Taxes**

Berkshire Systems Group, Inc., with the consent of its stockholders, has elected to be an S corporation effective January 1, 2017. Based on the federal election, Pennsylvania automatically allows similar treatment for state income tax purposes. In lieu of corporate income taxes, the stockholders of an S corporation are taxed on their proportionate share of the company's taxable income. Therefore, no provision or liability for federal or state income taxes has been included in the combined financial statements. Also, no provision has been made for any amounts which may be advanced or paid as dividends to the stockholders subsequent to December 31, 2019, to assist them in paying their personal income taxes on the income of the Company. However, for a period of five years from the effective date of the S election, corporate income tax is payable on the built-in gain of all tangible and intangible assets which are sold. As of December 31, 2019 and 2018, there were no built-in gains.

Salen Yerger Associates, a partnership, is not subject to federal or state income taxes. In lieu of income taxes, the partners are taxed on their proportional share of the partnership's taxable income. Accordingly, no provision or liability for federal or state income taxes is reported in these financial statements. Also, no provision has been made for amounts which may be advanced or paid as distributions to the partners subsequent to December 31, 2019, to assist them in paying their personal income taxes on the income of the partnership.

In accordance with generally accepted accounting principles relative to uncertainty in income taxes, both companies recognize the income tax benefit (or liability as applicable) from an uncertain tax position when it is more likely than not that, based on technical merits, the position will be sustained upon examination, including resolutions of any related appeals or litigation process.

**Deferred Revenue**

Deferred revenue represents the unearned portion of service agreements that are primarily invoiced to customers on an annual basis. Revenues are recognized ratably over the term of the service agreement.

**Presentation of Sales Tax**

The Commonwealth of Pennsylvania imposes a sales tax of 6% on all of the Companies' sales to nonexempt customers. The Companies collect that sales tax from customers and remits the entire amount to the Commonwealth. The Companies' accounting policy is to exclude the tax collected and remitted to the Commonwealth from revenue and cost of revenue earned.

**Advertising**

Advertising costs are charged to operations when incurred. Advertising expense for the years ended December 31, 2019 and 2018 was \$15,412 and \$25,443, respectively.

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## NOTES TO COMBINED FINANCIAL STATEMENTS

December 31, 2019 and 2018

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED****Subsequent Events**

In preparing these financial statements, the Companies have evaluated events and transactions for potential recognition or disclosure through February 21, 2020, the date the financial statements were available to be issued.

**NOTE 2 - DISAGGREGATION OF REVENUE**

In the following table (for Berkshire Systems Group, Inc. only), revenue is disaggregated by primary geographical market, major product line, and timing of revenue recognition. The table also includes a reconciliation of the disaggregated revenue with the reportable segments at December 31, 2019.

	Educational	Government	Commerical and Industrial	Trade	Total
<b>Primary Geographic Markets</b>					
Pennsylvania	<u>\$ 7,179,172</u>	<u>\$ 3,051,359</u>	<u>\$ 2,947,641</u>	<u>\$ 6,657,378</u>	<u>\$ 19,835,550</u>
<b>Major Product Lines/Service Lines</b>					
Protection	\$ 4,442,549	\$ 996,544	\$ 2,062,658	\$ -	\$ 7,501,751
Security	1,375,458	2,025,351	737,017	-	4,137,826
Communications	1,361,164	29,464	147,966	-	1,538,594
Service agreements, parts, and inspections	-	-	-	6,576,481	6,576,481
Miscellaneous	-	-	-	80,898	80,898
	<u>\$ 7,179,171</u>	<u>\$ 3,051,359</u>	<u>\$ 2,947,641</u>	<u>\$ 6,657,379</u>	<u>\$ 19,835,550</u>
<b>Timing of Revenue Recognition</b>					
Products transferred at a point in time	\$ -	\$ -	\$ -	\$ 6,657,379	\$ 6,657,379
Products and services transferred over time	<u>7,179,171</u>	<u>3,051,359</u>	<u>2,947,641</u>	<u>-</u>	<u>13,178,171</u>
	<u>\$ 7,179,171</u>	<u>\$ 3,051,359</u>	<u>\$ 2,947,641</u>	<u>\$ 6,657,379</u>	<u>\$ 19,835,550</u>

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## NOTES TO COMBINED FINANCIAL STATEMENTS

December 31, 2019 and 2018

**NOTE 3 - CONTRACTS RECEIVABLE**

Contracts receivable are summarized as follows at December 31:

	2019	2018
Completed contracts	\$ 1,687,919	\$ 2,105,380
Contracts in progress	1,119,484	902,765
Other receivables - point in time sales	272,847	312,527
Retainage	234,467	328,976
	<u>3,314,717</u>	<u>3,649,648</u>
Less: Allowance for doubtful accounts	<u>-</u>	<u>-</u>
	<u>\$ 3,314,717</u>	<u>\$ 3,649,648</u>

**NOTE 4 - COSTS AND ESTIMATED GROSS PROFIT ON CONTRACTS IN PROGRESS**

Costs and estimated gross profit on construction contracts in progress related billings as follows at December 31:

	2019	2018
Costs incurred to date on contracts in progress	\$ 2,923,699	\$ 949,148
Estimated gross profit to date	<u>1,800,901</u>	<u>389,398</u>
Contract revenue earned to date	4,724,600	1,338,546
Less billings to date	<u>(4,606,466)</u>	<u>(1,249,187)</u>
Net contract assets	<u>\$ 118,134</u>	<u>\$ 89,359</u>



**BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE****(REVIEWED)****NOTES TO COMBINED FINANCIAL STATEMENTS****December 31, 2019 and 2018****NOTE 4 - COSTS AND ESTIMATED GROSS PROFIT ON CONTRACTS IN PROGRESS - CONTINUED**

Net contract assets (liabilities) included in the accompanying balance sheet under the following captions at December 31:

	<u>2019</u>	<u>2018</u>
Contract assets	\$ 687,956	\$ 316,072
Contract liabilities	<u>(569,822)</u>	<u>(226,713)</u>
Net contract assets	<u>\$ 118,134</u>	<u>\$ 89,359</u>

The contract assets (previously "Revenue in excess of billings on contracts in progress") primarily relate to the Company's rights to consideration for work completed but not billed at the reporting date. The contract assets are transferred to receivables when the rights become unconditional. The contract liabilities (previously "Billings in excess of revenue on contracts in progress") primarily relate to the advance consideration received from customers, for which revenue has not yet been recognized.

**NOTE 5 - CONTRACT BACKLOG (REMAINING PERFORMANCE OBLIGATIONS)**

The following schedule is a reconciliation of contract backlog (remaining performance obligations, excluding point in time amounts) representing approved contracts as of December 31, 2019:

Balance at January 1, 2019	\$ 13,939,261
Contract adjustments and new contracts awarded	<u>10,228,206</u>
Subtotal	24,167,467
Less contract revenue earned	<u>(13,178,171)</u>
Balance at December 31, 2019	<u>\$ 10,989,296</u>

The entity will recognize this revenue as the contracts are completed, which is expected to occur over the next 12-18 months. Contract backlog does not include amounts considered variable consideration that are constrained based on the Company's assessment of probability of significant reversal.

**BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE**

**(REVIEWED)**

**NOTES TO COMBINED FINANCIAL STATEMENTS**

**December 31, 2019 and 2018**

**NOTE 6 - NOTE PAYABLE TO BANK**

---

The Companies have available a line of credit (maximum borrowings of \$3,000,000 at December 31, 2019 and 2018). The interest rate on the line of credit is LIBOR plus 1.95%, which is due monthly (3.67% and 4.34% at December 31, 2019 and 2018, respectively) on any outstanding balance. The line is collateralized by a general lien on all the assets of the Companies. At December 31, 2019 and 2018, the outstanding balances were \$586,273 and \$708,521, respectively. The loan is available until June 30, 2020.

The Companies have available an equipment revolver (maximum borrowings of \$650,000 at December 31, 2019 and 2018). The interest rate on the line of credit is LIBOR plus 1.95%, which is due monthly (3.67% and 4.34% at December 31, 2019 and 2018, respectively) on any outstanding balance. The line is collateralized by a general lien on all the assets of the Companies. At December 31, 2019 and 2018, the revolver had no outstanding balances. The loan is available until June 30, 2020.

**NOTE 7 - ACCOUNTS PAYABLE**

---

At December 31, 2019 and 2018, accounts payable includes \$4,750 and \$53,134, respectively, of amounts due to subcontractors which have been retained pending completion and customer acceptance of jobs.

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## NOTES TO COMBINED FINANCIAL STATEMENTS

December 31, 2019 and 2018

**NOTE 8 - LONG-TERM DEBT**

Long-term debt is summarized as follows at December 31:

	2019	2018
Mortgage note payable to bank in monthly installments of \$5,296, including interest at 3.25% per annum. The note was secured by the related real estate and matured during 2019.	\$	\$ 205,387
Note payable to bank in monthly installments of \$3,113, including interest at 4.35% per annum. The note is secured by the related vehicles with final payment due in April 2023. The carrying value of the vehicles at December 31, 2019 was \$67,785.	105,608	147,110
Note payable to financing company in monthly installments of \$1,075, including interest at 1.90% per annum. The note is secured by the related vehicle with final payment due in March 2023. The carrying value of the vehicle at December 31, 2019 was \$39,943.	41,612	53,591
Note payable to bank in monthly installments of \$1,797, including interest at 3.75% per annum. The note is secured by the related vehicles with final payment due in March 2021. The carrying value of the vehicles at December 31, 2019 was \$28,462.	26,575	46,989
Note payable to bank in monthly installments of \$620, including interest at 3.97% per annum. The note is secured by the related vehicle with final payment due in September 2021. The carrying value of the vehicle at December 31, 2019 was \$26,293.	12,529	19,308
Note payable to bank in monthly installments of \$574, including interest at 4.89% per annum. The note is secured by the related vehicle with final payment due in January 2021. The carrying value of the vehicle at December 31, 2019 was \$10,432.	7,238	13,589
Note payable to bank in monthly installments of \$447, including interest at 5.99% per annum. The note is secured by the related vehicle with final payment due in February 2021. The carrying value of the vehicle at December 31, 2019 was \$5,892.	5,604	10,066

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## NOTES TO COMBINED FINANCIAL STATEMENTS

December 31, 2019 and 2018

## NOTE 8 - LONG-TERM DEBT - CONTINUED

	2019	2018
Note payable to bank in monthly installments of \$438, including interest at 5.99% per annum. The note is secured by the related vehicle with final payment due in February 2021. The carrying value of the vehicle at December 31, 2019 was \$5,911.	6,043	10,501
Note payable to bank in monthly installments of \$450, including interest at 5.90% per annum. The note is secured by the related vehicle with final payment due in February 2021. The carrying value of the vehicle at December 31, 2019 was \$5,943.	6,071	10,948
Note payable to bank in monthly installments of \$440, including interest at 6.89% per annum. The note is secured by the related vehicle with final payment due in August 2021. The carrying value of the vehicle at December 31, 2019 was \$7,981.	8,264	12,786
Note payable to bank in monthly installments of \$1,992, including interest at 4.00% per annum. The note is secured by the related vehicle and equipment with final payment due in October 2020.	21,375	43,752
Note payable to financing company in monthly installments of \$424, including interest at 7.19% per annum. The note is secured by the related vehicle with final payment due in September 2022. The carrying value of the vehicle at December 31, 2019 was \$12,946.	12,288	16,647
Note payable to bank in monthly installments of \$6,100, including interest at 4.00% per annum. The note is secured by a general lien on all the assets with final payment due in June 2022.	141,405	216,522
Note payable to financing company in monthly installments of \$834, including interest at 6.89% per annum. The note is secured by the related vehicle with final payment due in July 2022. The carrying value of the vehicle at December 31, 2019 was \$24,218.	24,369	32,446

**BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE****(REVIEWED)****NOTES TO COMBINED FINANCIAL STATEMENTS****December 31, 2019 and 2018****NOTE 8 - LONG-TERM DEBT - CONTINUED**

	<u>2019</u>	<u>2018</u>
Note payable to bank in monthly installments of \$4,758, including interest at 4.35% per annum. The note is secured by the related vehicles with final payment due in June 2024. The carrying value of the vehicles at December 31, 2019 was \$196,400.	232,570	-
	<u>651,551</u>	<u>839,642</u>
Less portion payable within one year and classified as current	<u>(250,696)</u>	<u>(254,350)</u>
	<u>\$ 400,855</u>	<u>\$ 585,292</u>

Maturities on long-term debt for the years ending December 31 are as follows:

2020	\$ 250,696
2021	199,592
2022	112,588
2023	60,963
2024	<u>27,712</u>
	<u>\$ 651,551</u>

**NOTE 9 - CONTINGENCIES**

The Companies provide written warranties on new systems' functionality. The Companies also honor written warranties on any faulty equipment, which are provided by the product manufacturers. Management has not estimated future warranty claims and an accrual has not been recorded. The Companies are occasionally reimbursed by the manufacturer for any warranty claims and management has deemed any additional warranty cost to be insignificant.

**NOTE 10 - STOCKHOLDERS' AGREEMENT**

Under terms of a Stockholders' Buy-Sell Agreement, the ownership and transferability of the stock of the Companies are subject to restrictions.

**BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE****(REVIEWED)****NOTES TO COMBINED FINANCIAL STATEMENTS****December 31, 2019 and 2018****NOTE 11 - RETIREMENT PLAN**

---

The Companies maintain a 401(k) retirement plan covering all eligible full-time employees. Under the Plan, eligible employees may elect to defer their eligible compensation, subject to the Internal Revenue Service limits. The Companies contribute a discretionary match to the Plan based on 50% of the employee's first 6% of elective deferrals and may contribute additional amounts at the Companies' discretion. Company contributions to the Plan totaled \$193,070 and \$209,447 for the years ended December 31, 2019 and 2018, respectively.

**NOTE 12 - NEW ACCOUNTING STANDARD NOT YET ADOPTED**

---

**Leases**

In February 2016, the FASB issued ASU No. 2016-02, *Leases* (Topic 842), and subsequent amendments to the initial guidance: ASU 2017-13, ASU 2018-01, ASU 2018-10, and ASU 2018-11 (collectively, Topic 842). Topic 842 which introduces a new lessee model that brings substantially all leases onto the balance sheet. Under the new guidance, lessees are required to recognize a lease liability, which represents the discounted obligation to make future minimum lease payments and a related right-of-use asset. The guidance in Topic 842 is effective for fiscal years beginning after December 15, 2020. Topic 842 is effective for the Company beginning January 1, 2021. Early application is permitted. The Company is evaluating the impact this guidance will have on its combined financial statements.

**NOTE 13 - SALE OF PARTNERSHIP**

---

During 2019, Salen Yerger Associates sold the land, building and improvements to another partnership and the remaining mortgage was paid off. A gain on the sale of property and equipment of \$706,822 was recognized in the financial statements for the year ended December 31, 2019. The partnership was terminated in 2019 and all remaining assets and liabilities were eliminated and remaining funds were distributed to the partners.

**SUPPLEMENTARY INFORMATION**

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## COMBINING BALANCE SHEET

December 31, 2019

ASSETS	Combined	Eliminations and Adjustments	Berkshire Systems Group, Inc.	Salen Yerger Associates
<b>CURRENT ASSETS</b>				
Cash	\$ 16,330	\$ -	\$ 16,330	\$ -
Accounts receivable:				
Contracts	3,314,717	-	3,314,717	-
Other	-	-	-	-
Note receivable - affiliate	-	-	-	-
Inventory	1,575,279	-	1,575,279	-
Contract assets	118,134	-	118,134	-
Prepaid expenses	90,485	-	90,485	-
<b>TOTAL CURRENT ASSETS</b>	<b>5,114,945</b>	<b>-</b>	<b>5,114,945</b>	<b>-</b>
<b>PROPERTY AND EQUIPMENT</b>				
Office furniture and fixtures	1,187,873	-	1,187,873	-
Automotive equipment	2,273,882	-	2,273,882	-
Leasehold improvements	384,737	-	384,737	-
	3,846,492	-	3,846,492	-
Accumulated depreciation	(2,576,133)	-	(2,576,133)	-
<b>NET PROPERTY AND EQUIPMENT</b>	<b>1,270,359</b>	<b>-</b>	<b>1,270,359</b>	<b>-</b>
<b>OTHER ASSETS</b>				
Cash value of life insurance	230,737	-	230,737	-
Security deposit	980	-	980	-
Advances to affiliates	196,667	-	196,667	-
<b>TOTAL OTHER ASSETS</b>	<b>428,384</b>	<b>-</b>	<b>428,384</b>	<b>-</b>
<b>TOTAL ASSETS</b>	<b>\$ 6,813,688</b>	<b>\$ -</b>	<b>\$ 6,813,688</b>	<b>\$ -</b>

See independent accountant's review report.



<b>LIABILITIES AND EQUITY</b>	<b>Combined</b>	<b>Eliminations and Adjustments</b>	<b>Berkshire Systems Group, Inc.</b>	<b>Salen Yerger Associates</b>
<b>CURRENT LIABILITIES</b>				
Note payable to bank	\$ 586,273	\$ -	\$ 586,273	\$ -
Accounts payable - trade	939,759	-	939,759	-
Accrued payroll	429,943	-	429,943	-
Deferred revenue	1,160,749	-	1,160,749	-
Other accrued expenses	46,386	-	46,386	-
Note payable - affiliate	-	-	-	-
Contract liabilities	-	-	-	-
Current maturities of long-term debt	250,696	-	250,696	-
<b>TOTAL CURRENT LIABILITIES</b>	<b>3,413,806</b>	<b>-</b>	<b>3,413,806</b>	<b>-</b>
<b>LONG-TERM DEBT</b>	<b>400,855</b>	<b>-</b>	<b>400,855</b>	<b>-</b>
<b>TOTAL LIABILITIES</b>	<b>3,814,661</b>	<b>-</b>	<b>3,814,661</b>	<b>-</b>
<b>EQUITY</b>				
Common stock	100	-	100	-
Additional paid-in capital	1,900	-	1,900	-
Partners' capital	-	-	-	-
Retained earnings	3,087,027	-	3,087,027	-
Cost of 6 shares of common stock held in Treasury	3,089,027	-	3,089,027	-
	(90,000)	-	(90,000)	-
<b>TOTAL EQUITY</b>	<b>2,999,027</b>	<b>-</b>	<b>2,999,027</b>	<b>-</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 6,813,688</b>	<b>\$ -</b>	<b>\$ 6,813,688</b>	<b>\$ -</b>

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## COMBINING BALANCE SHEET

December 31, 2018

ASSETS	Combined	Eliminations and Adjustments	Berkshire Systems Group, Inc.	Salen Yerger Associates
<b>CURRENT ASSETS</b>				
Cash	\$ 110,146	\$ -	\$ 16,235	\$ 93,911
Accounts receivable:				
Contracts	3,649,648	-	3,649,648	-
Other	1,850	-	-	1,850
Note receivable - affiliate	-	(66,000)	-	66,000
Inventory	1,395,792	-	1,395,792	-
Contract assets	89,359	-	89,359	-
Prepaid expenses	97,948	-	97,948	-
<b>TOTAL CURRENT ASSETS</b>	<b>5,344,743</b>	<b>(66,000)</b>	<b>5,248,982</b>	<b>161,761</b>
<b>PROPERTY AND EQUIPMENT</b>				
Land	60,093	-	-	60,093
Buildings and improvements	1,543,007	-	-	1,543,007
Office furniture and fixtures	1,306,930	-	1,306,930	-
Automotive equipment	1,952,117	-	1,952,117	-
Leasehold improvements	353,210	-	353,210	-
	5,215,357	-	3,612,257	1,603,100
Accumulated depreciation	(3,181,955)	-	(2,405,020)	(776,935)
<b>NET PROPERTY AND EQUIPMENT</b>	<b>2,033,402</b>	<b>-</b>	<b>1,207,237</b>	<b>826,165</b>
<b>OTHER ASSETS</b>				
Cash value of life insurance	188,937	-	188,937	-
Security deposit	980	-	980	-
Advances to affiliates	42,827	-	42,827	-
<b>TOTAL OTHER ASSETS</b>	<b>232,744</b>	<b>-</b>	<b>232,744</b>	<b>-</b>
<b>TOTAL ASSETS</b>	<b>\$ 7,610,889</b>	<b>\$ (66,000)</b>	<b>\$ 6,688,963</b>	<b>\$ 987,926</b>

See independent accountant's review report.

<b>LIABILITIES AND EQUITY</b>	<b>Combined</b>	<b>Eliminations and Adjustments</b>	<b>Berkshire Systems Group, Inc.</b>	<b>Salen Yerger Associates</b>
<b>CURRENT LIABILITIES</b>				
Note payable to bank	\$ 708,521	\$ -	\$ 708,521	\$ -
Accounts payable - trade	577,814	-	577,814	-
Accrued payroll	470,838	-	470,838	-
Deferred revenue	1,175,943	-	1,175,943	-
Other accrued expenses	26,633	-	26,173	460
Note payable - affiliate	-	(66,000)	66,000	-
Contract liabilities	-	-	-	-
Current maturities of long-term debt	254,350	-	196,610	57,740
<b>TOTAL CURRENT LIABILITIES</b>	<b>3,214,099</b>	<b>(66,000)</b>	<b>3,221,899</b>	<b>58,200</b>
<b>LONG-TERM DEBT</b>	<b>585,292</b>	<b>-</b>	<b>437,645</b>	<b>147,647</b>
<b>TOTAL LIABILITIES</b>	<b>3,799,391</b>	<b>(66,000)</b>	<b>3,659,544</b>	<b>205,847</b>
<b>EQUITY</b>				
Common stock	100	-	100	-
Additional paid-in capital	1,900	-	1,900	-
Partners' capital	782,079	-	-	782,079
Retained earnings	3,117,419	-	3,117,419	-
	3,901,498	-	3,119,419	782,079
Cost of 6 shares of common stock held in Treasury	(90,000)	-	(90,000)	-
<b>TOTAL EQUITY</b>	<b>3,811,498</b>	<b>-</b>	<b>3,029,419</b>	<b>782,079</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 7,610,889</b>	<b>\$ (66,000)</b>	<b>\$ 6,688,963</b>	<b>\$ 987,926</b>

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## COMBINING STATEMENT OF INCOME AND CHANGES IN EQUITY

Year Ended December 31, 2019

	Combined	Eliminations and Adjustments	Berkshire Systems Group, Inc.	Salen Yerger Associates
<b>REVENUE</b>	\$ 19,838,001	\$ (58,300)	\$ 19,835,550	\$ 60,751
<b>COST OF REVENUES EARNED</b>				
Direct labor	4,736,080	"	4,736,080	"
Fringe benefits	1,335,303	"	1,335,303	"
Material	6,713,683	"	6,713,683	"
Subcontractors	371,930	"	371,930	"
Freight-in	100,272	"	100,272	"
Depreciation	452,494	"	452,494	"
Vehicle expense	387,744	"	387,744	"
<b>TOTAL COST OF REVENUES EARNED</b>	<b>14,097,506</b>	"	<b>14,097,506</b>	"
<b>GROSS PROFIT</b>	<b>5,740,495</b>	<b>(58,300)</b>	<b>5,738,044</b>	<b>60,751</b>
<b>OPERATING EXPENSES</b>	<b>5,659,645</b>	<b>(58,300)</b>	<b>5,701,921</b>	<b>16,024</b>
<b>OPERATING INCOME</b>	<b>80,850</b>	"	<b>36,123</b>	<b>44,727</b>
<b>OTHER INCOME (EXPENSES)</b>				
Interest income	1,942	"	"	1,942
Other income	93,254	"	93,254	"
Bad debt expense	(10,697)	"	(10,697)	"
Interest expense	(74,661)	"	(73,029)	(1,632)
Gain on sale of property and equipment	718,779	"	11,957	706,822
<b>NET OTHER (INCOME) EXPENSES</b>	<b>728,617</b>	"	<b>21,485</b>	<b>707,132</b>
<b>NET INCOME</b>	<b>809,467</b>	"	<b>57,608</b>	<b>751,859</b>
<b>RETAINED EARNINGS/PARTNERS' CAPITAL AT BEGINNING OF YEAR</b>	<b>3,899,498</b>	"	<b>3,117,419</b>	<b>782,079</b>
<b>LESS: STOCKHOLDERS'/PARTNERS' DISTRIBUTIONS</b>	<b>(1,621,938)</b>	"	<b>(88,000)</b>	<b>(1,533,938)</b>
<b>RETAINED EARNINGS/PARTNERS' CAPITAL AT END OF YEAR</b>	<b>\$ 3,087,027</b>	<b>\$ -</b>	<b>\$ 3,087,027</b>	<b>\$ -</b>

See independent accountant's review report.

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## COMBINING STATEMENT OF INCOME AND CHANGES IN EQUITY

Year Ended December 31, 2018

	Combined	Eliminations and Adjustments	Berkshire Systems Group, Inc.	Salen Yerger Associates
<b>REVENUE</b>	\$ 20,303,013	\$ (264,000)	\$ 20,291,913	\$ 275,100
<b>COST OF REVENUES EARNED</b>				
Direct labor	4,408,291	-	4,408,291	-
Fringe benefits	1,224,162	-	1,224,162	-
Material	6,839,728	-	6,839,728	-
Subcontractors	800,848	-	800,848	-
Freight-In	102,459	-	102,459	-
Depreciation	418,963	-	418,963	-
Vehicle expense	378,033	-	378,033	-
<b>TOTAL COST OF REVENUES EARNED</b>	<u>14,172,484</u>	<u>-</u>	<u>14,172,484</u>	<u>-</u>
<b>GROSS PROFIT</b>	6,130,529	(264,000)	6,119,429	275,100
<b>OPERATING EXPENSES</b>	<u>5,586,299</u>	<u>(264,000)</u>	<u>5,803,962</u>	<u>46,337</u>
<b>OPERATING INCOME</b>	544,230	-	315,467	228,763
<b>OTHER INCOME (EXPENSES)</b>				
Interest income	282	-	167	115
Other income	103,110	-	103,110	-
Bad debt expense	(131,364)	-	(131,364)	-
Interest expense	(82,533)	-	(74,869)	(7,664)
Gain on sale of equipment	8,336	-	8,336	-
<b>NET OTHER EXPENSES</b>	<u>(102,169)</u>	<u>-</u>	<u>(94,620)</u>	<u>(7,549)</u>
<b>NET INCOME</b>	442,061	-	220,847	221,214
<b>RETAINED EARNINGS/PARTNERS' CAPITAL AT BEGINNING OF YEAR</b>	3,833,347	-	2,936,482	896,865
<b>LESS: PARTNERS' DISTRIBUTIONS</b>	<u>(375,910)</u>	<u>-</u>	<u>(39,910)</u>	<u>(336,000)</u>
<b>RETAINED EARNINGS/PARTNERS' CAPITAL AT END OF YEAR</b>	<u>\$ 3,899,498</u>	<u>\$ -</u>	<u>\$ 3,117,419</u>	<u>\$ 782,079</u>

See independent accountant's review report.

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## COMBINING SCHEDULE OF OPERATING EXPENSES

Year Ended December 31, 2019

	Combined	Eliminations and Adjustments	Berkshire Systems Group, Inc.	Salen Yerger Associates
Administrative salaries	\$ 860,418	\$ -	\$ 860,418	\$ -
Office salaries	2,639,408	-	2,639,408	-
Fringe benefits	242,589	-	242,589	-
Advertising	15,412	-	15,412	-
Bank charges	67,126	-	67,036	90
Building and office rent	236,165	(58,300)	294,465	-
Contributions	13,290	-	13,290	-
Depreciation	8,630	-	-	8,630
Dues and subscriptions	45,313	-	45,313	-
Insurance - general	338,634	-	338,634	-
Professional and consulting fees	107,307	-	100,502	6,805
Miscellaneous	69,888	-	69,888	-
Office supplies and expense	321,597	-	321,597	-
Other taxes	72,018	-	71,519	499
Repairs and maintenance	51,697	-	51,697	-
Retirement plan contributions	193,070	-	193,070	-
Telephone	91,536	-	91,536	-
Training	105,174	-	105,174	-
Travel and entertainment	95,605	-	95,605	-
Utilities	84,768	-	84,768	-
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 5,659,645</b>	<b>\$ (58,300)</b>	<b>\$ 5,701,921</b>	<b>\$ 16,024</b>

See independent accountant's review report.

## BERKSHIRE SYSTEMS GROUP, INC. AND AFFILIATE

(REVIEWED)

## COMBINING SCHEDULE OF OPERATING EXPENSES

Year Ended December 31, 2018

	Combined	Eliminations and Adjustments	Berkshire Systems Group, Inc.	Salen Yerger Associates
Administrative salaries	\$ 1,081,678	\$ -	\$ 1,081,678	\$ -
Office salaries	2,617,118	-	2,617,118	-
Fringe benefits	300,377	-	300,377	-
Advertising	25,443	-	25,443	-
Bank charges	60,059	-	60,059	-
Building and office rent	48,465	(264,000)	312,465	-
Contributions	12,778	-	12,778	-
Depreciation	35,224	-	-	35,224
Dues and subscriptions	45,433	-	45,433	-
Insurance - general	263,749	-	259,412	4,337
Professional and consulting fees	74,751	-	68,221	6,530
Miscellaneous	77,907	-	77,907	-
Office supplies and expense	298,708	-	298,708	-
Other taxes	61,863	-	61,617	246
Repairs and maintenance	50,475	-	50,475	-
Retirement plan contributions	209,447	-	209,447	-
Telephone	86,484	-	86,484	-
Training	60,397	-	60,397	-
Travel and entertainment	92,470	-	92,470	-
Utilities	83,473	-	83,473	-
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 5,586,299</b>	<b>\$ (264,000)</b>	<b>\$ 5,803,962</b>	<b>\$ 46,337</b>

See independent accountant's review report.

## BERKSHIRE SYSTEMS GROUP, INC.

## SCHEDULE OF CONTRACTS IN PROGRESS

Year Ended December 31, 2019

Contract Job Number	Total Contract		From Inception to December 31, 2019					At December 31, 2019	
	Revenues	Estimated Gross Profit	Revenues Earned	Total Costs Incurred	Cost of Revenues	Gross Profit	Billed to Date	Contract Assets	Contract Liabilities
10057-1	\$ 59,003	\$ 28,367	\$ 58,346	\$ 30,295	\$ 30,295	\$ 28,051	\$ 53,103	\$ 5,243	\$ -
10194-1	59,680	19,906	50,228	33,475	33,475	16,753	29,840	20,388	-
10226-6	70,460	30,323	60,912	34,698	34,698	26,214	64,806	-	3,894
7403-9	181,035	58,497	169,414	114,672	114,672	54,742	181,035	-	11,621
7761-1	297,128	150,623	244,892	120,749	120,749	124,143	297,128	-	52,236
7869-1	182,000	24,181	180,562	156,572	156,572	23,990	182,000	-	1,438
8079-1	298,258	142,322	222,928	116,552	116,552	106,376	283,345	-	60,417
8173-1	170,614	84,425	143,206	72,343	72,343	70,863	136,492	6,714	-
8315-1	72,031	10,924	23,090	19,588	19,588	3,502	21,609	1,481	-
8315-1-0-3	50,593	4,858	205	185	185	20	5,059	-	4,854
8330-1	99,000	49,740	-	-	-	-	-	-	-
8363-3	58,878	21,419	58,586	37,273	37,273	21,313	58,878	-	292
8364-2	52,780	19,762	41,736	26,109	26,109	15,627	52,780	-	11,044
8368-11	224,256	73,542	-	-	-	-	-	-	-
8374-1	52,047	-	53,218	53,218	53,218	-	-	-	-
8629-1-0-2	82,913	14,218	189	157	157	32	41,638	11,580	-
8629-1-0-3	145,035	25,505	-	-	-	-	13,500	-	13,311
8629-1-0-6	72,887	13,105	-	-	-	-	14,500	-	14,500
8754-1	82,751	14,754	-	-	-	-	8,500	-	8,500
8757-1	71,553	13,046	66,280	54,195	54,195	12,085	71,553	-	-
8804-1	157,000	78,568	1,874	936	936	938	31,400	-	5,273
8805-1	139,000	71,716	6,613	3,201	3,201	3,412	27,800	-	29,526
8849-3	61,041	29,049	59,404	31,134	31,134	28,270	54,937	4,467	21,187
8873-1	108,135	24,988	8,556	6,579	6,579	1,977	25,000	-	16,444
8873-1-0-2	165,013	41,650	4,647	3,474	3,474	1,173	25,000	-	20,353
8873-1-0-4	167,298	40,260	-	-	-	-	30,000	-	30,000
8886-1	199,448	11,323	27,816	26,237	26,237	1,579	139,614	-	111,798
8909-1	160,000	64,602	149,643	89,223	89,223	60,420	144,000	5,643	-
8975-2	54,697	27,319	53,003	26,530	26,530	26,473	54,697	-	1,694
9078-1	105,000	24,517	6,050	4,637	4,637	1,413	90,000	-	83,950
9106-5	117,229	48,629	15,371	8,995	8,995	6,376	14,000	1,371	-
9129-2	67,500	39,001	66,311	27,997	27,997	38,314	67,500	-	1,189
9141-1	103,193	40,637	91,284	55,337	55,337	35,947	90,294	990	-
9141-1-0-4	70,948	28,229	56,804	34,203	34,203	22,601	53,211	3,593	-
9236-1	147,037	71,995	129,028	65,851	65,851	63,177	124,981	4,047	-
9299-1	55,378	27,910	5,445	2,701	2,701	2,744	-	5,445	-
9325-1	224,328	40,162	195,552	160,542	160,542	35,010	190,679	4,873	-
9382-1-0-2	57,904	30,615	45,913	21,638	21,638	24,275	52,113	-	5,200
9385-1	73,537	25,932	73,037	47,281	47,281	25,756	73,537	-	500
9397-1-0-6	56,273	12,962	34,155	26,288	26,288	7,867	50,191	-	16,036
9409-1	52,053	24,514	-	-	-	-	-	-	-
9655-1	197,341	78,324	185,995	112,174	112,174	73,821	187,474	-	1,479
9759-2	68,748	47,795	32,811	10,000	10,000	22,811	20,624	12,187	-
9772-1	61,079	29,093	-	-	-	-	6,108	-	6,108
9951-1	97,384	68,530	34,112	10,107	10,107	24,005	19,477	14,635	-
9993-1	85,130	43,712	45,356	22,067	22,067	23,289	42,565	2,791	-
9998-1	53,547	23,537	-	-	-	-	5,355	-	5,355
9999-2	84,715	35,506	-	-	-	-	16,943	-	16,943
RDN31018	52,273	27,173	51,496	24,727	24,727	26,769	38,384	13,112	-
RDN81619-1	391,678	180,344	166,808	90,003	90,003	76,805	180,488	-	13,680
Misc Jobs < \$50,000	3,264,074	1,197,915	1,803,724	1,141,756	1,141,756	661,968	1,234,328	569,396	-
<b>Total</b>	<b>\$ 9,080,883</b>	<b>\$ 3,336,024</b>	<b>\$ 4,724,600</b>	<b>\$ 2,923,699</b>	<b>\$ 2,923,699</b>	<b>\$ 1,800,901</b>	<b>\$ 4,606,466</b>	<b>\$ 687,956</b>	<b>\$ 569,822</b>

See independent accountant's review report.



## BERKSHIRE SYSTEMS GROUP, INC.

(REVIEWED)

## SCHEDULES OF EARNINGS FROM CONTRACTS

## Year Ended December 31, 2019

	Revenues Earned	Percent	Cost of Revenues Earned	Percent	Gross Profit	Percent
Contracts completed during the year	\$ 15,110,950	100.0%	\$ 11,173,807	73.9%	\$ 3,937,143	26.1%
Contracts-in-process at year end	4,724,600	100.0%	2,923,699	61.9%	1,800,901	38.1%
	<u>\$ 19,835,550</u>	100.0%	<u>\$ 14,097,506</u>	71.1%	<u>\$ 5,738,044</u>	28.9%

## Year Ended December 31, 2018

	Revenues Earned	Percent	Cost of Revenues Earned	Percent	Gross Profit	Percent
Contracts completed during the year	\$ 18,953,367	100.0%	\$ 13,223,336	69.8%	\$ 5,730,031	30.2%
Contracts-in-process at year end	1,338,546	100.0%	949,148	70.9%	389,398	29.1%
	<u>\$ 20,291,913</u>	100.0%	<u>\$ 14,172,484</u>	69.8%	<u>\$ 6,119,429</u>	30.2%

See independent accountant's review report.

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.1

RFP:

Fire Alarm Detection installation and Design

DUE DATE:

August 28, 2020  
3:00 P.M. Prevailing Time

NOTICE

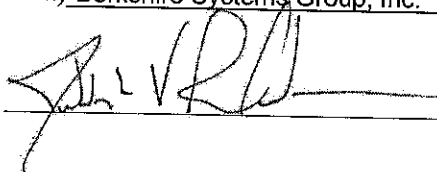
This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

Please be advised that all drawings for this project are now available on the Pennbid website.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) Berkshire Systems Group, Inc.

Authorized Signature



Title Application Specialist

Name (Type or Print) Jed Richardson

Date 07/30/2020

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.2

RFP: Fire Alarm Detection installation and Design

DUE DATE: August 28, 2020  
3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

Q1. I verified no estimated value is posted on this project. May you provide an estimated value on this project?

A1. The City has an estimated value, but it is definitely committed to fully funding this project.

Q2. Is labor union required?

A2. No

Q3. Could you please provide the CFM's on the Air Handling Units?

A3. The City is now replacing the Building's 70ton chiller, flow and velocity will need to be researched if not on the plan

Q4. Will the prevailing wage rates be posted?

A4. Wage rates will be posted.

Q5. Please clarify is the bid to include only the BDA Survey or is it to include the Survey and BDA System?

A5. Yes, a radio signal strength survey is required,

Q6. Who is responsible for patching and painting? For example, if existing wire mold is to be either manipulated or removed entirely, who is responsible for repairing any damaged paint or finish?

A6. The Contractor

Q7. What level of noise is acceptable during library hours? Will work that causes excessive noise levels be restricted to off-hours?

A7. Low level conversation is OK, but construction with excessive noise will be asked to work on the off-hours. Work can proceed during the first shift 7-3, excessive noise could happen prior to opening.

Q8. Would this project be during first shift hour?

A8. Work can proceed during the first shift 7-3, excessive noise could happen prior to opening.

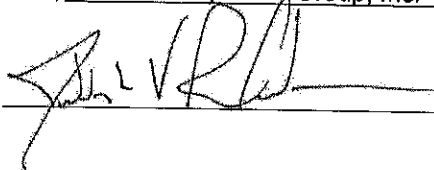
Q9. Due to the minimal amount of fire alarm equipment waste, do we need the PA Dept Environment Protection permit? We have electronic recycling that we use located at our headquarters.

A9. Please recycle at your headquarters.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) Berkshire Systems Group, Inc.

Authorized Signature



Title Application Specialist

Name (Type or Print) Jed Richardson

Date 08/21/2020

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.3

RFP:

Fire Alarm Detection installation and Design

DUE DATE:

August 28, 2020  
3:00 P.M. Prevailing Time

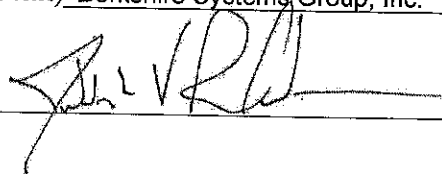
NOTICE

**Prevailing Wage Rates for this project are posted as an attachment on the Pennbid website at Pennbid.procure.com and the City of Reading website at readingpa.gov.**

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) Berkshire Systems Group, Inc.

Authorized Signature



Title Application Specialist

Name (Type or Print) Jed Richardson

Date 08/24/2020

## INSTRUCTIONS TO BIDDERS

### PROPOSAL SUBMISSION

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted via the PennBid Program ([www.pennbid.procureware.com](http://www.pennbid.procureware.com)). Proposals shall be received until 3:00 P.M., prevailing time on, August 28, 2020, at which time the proposal shall be opened publicly.

Specifications and Proposal Forms for the above work can be obtained via Penn Bid at [www.pennbid.procureware.com](http://www.pennbid.procureware.com).

Bids received after the hour specified, will not be considered

### BONDS

Bid security, in the amount of ten percent (10%) of the bid price shall accompany each proposal. This bid security may be a Certified or Cashier's Check, or a bid bond furnished by a surety company, satisfactory to the City of Reading. The successful bidder, upon award of contract, shall furnish at the time of execution of the same, a Maintenance Bond, Payment Bond, and Performance Bond by a surety company acceptable to the City of Reading, in an amount equal to ONE HUNDRED PERCENT (100%) of the contract to guarantee satisfactory performance, and a Wage Rate Compliance Bond in an amount equal to FIFTY PERCENT (50%) of the contract. All bonds are subject to approval by the City Solicitor.

In case the contract is awarded to a bidder who fails to enter the contract or to deliver all required bonds and affidavits, the cash or check deposited shall become absolute property of the City; or if a bond has been deposited, it shall become payable immediately. Cash, checks or bonds deposited will be returned to unsuccessful bidders as soon as the contract is awarded, or all bids rejected.

### INSURANCE

The Contractor, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

### WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Contractor in the work to be performed by the Contractor is that of any independent Contractor and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his sub-contractors, agents, or employees have been negligent, and the Contractor shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Contractor shall indemnify and save harmless the City from all suits or actions of law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Contractor's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Contractor shall maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's liability insurance shall be in the names of the Contractor and the City, as their respective interests may appear. Certificates of such insurance shall be filed with the City Risk and Safety Manager.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

**Comprehensive General Liability** – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

**Business Automobile Liability** – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

**Professional Liability** – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Worker's Compensation** – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the County.

**Employer's Liability** – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: **City of Reading, 815 Washington Street, Reading, PA 19601**. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles."

Liability insurance shall include the hazard of collapse, damage to underground utilities, underground blasting, and excavation. Prior to any blasting which may be required, blasting insurance shall be obtained by the Contractor in an amount satisfactory to the City Engineer.

Liability insurance shall include the hazard of building collapse and of damage to adjoining properties and/or to individuals located within or adjacent to each project site.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

#### WAGES AND EMPLOYMENT REQUIREMENTS

Bidder agrees that not less than the prevailing wages will be paid.

The Contractor will further agree to comply with Commonwealth of Pennsylvania Act of August 15, 1961, P.L. 1225 and amendments as applicable.

#### EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

#### EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

#### SUPERVISION OF WORKERS

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.



## SUBCONTRACTS

The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subcontractor, as approved, shall be bound by the conditions of the contract between the City and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

## QUALITY

Where a bid is asked for a certain article or "Approved Equal" and the bidder intends to furnish an article which the bidder considers equal to the one named, the bidder must specify in the bid the name and grade of said article. All disputes concerning grade and quality of materials or work shall be determined by a person duly authorized by the City.

## TIME OF COMPLETION

The bidders are herewith cautioned that the time of completion indicated in their proposal must be complied with. To insure timely completion, the successful bidder will be required to furnish adequate equipment, and qualified personnel in sufficient numbers at all times.

Where a date is set for delivery of materials or the performance of work, said materials must be delivered, or work performed, in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party will be canceled and awarded to the next lowest responsible bidder.

## BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2-1/4 mills upon the gross receipts attributable to business conducted within the City of Reading.

## PERMITS/LICENSES

The Contractor shall, at his expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

## BASIS OF PAYMENT

All prices to be quoted F.O.B. Reading, PA destination. The City of Reading is tax exempt.

## OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

#### PRE-BID MEETING

A Mandatory pre-bid meeting will be held on July 30, 2020 at 10:00 am EST at the main library located at 100 South 5<sup>th</sup> Street, Reading, PA.

#### WITHDRAWAL OF PROPOSALS/BIDS

After a bid has been opened, it may not be withdrawn except as provided by Act of January 23, 1974, P.L. 9 No. 4, as same may be amended.

No bids may be withdrawn for a period of ninety (90) days following the formal opening and receipt of bids by the City of Reading.

#### BID REJECTION

The City of Reading reserves the right to reject any or all bids and to accept or reject any part of any bid. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

#### EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City on form as included within the bidding documents for the appropriate bonds, indemnities and insurances required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons.

All attachments are considered as part of this document.

#### METHOD OF PAYMENT

Payments shall be based on an invoice submitted by the Contractor or approved representative. The City shall have the right to withhold disbursement funds if in the City's opinion construction work for which payment has been requested is of poor workmanship, contrary to any applicable codes and contract specifications, violation of appropriate paperwork requirements that are not up to date and approved for this billing period, Contractor fails to comply with this Agreement, or for other conditions or circumstances which the City deems not to be in the best interest of the public.

Ten percent (10%) of each Contractor invoice request shall be retained by the City on this contract until it is completed up to City codes and contract specifications and approved by a City Official or person representing a City Official (Architect or Engineer).

#### ACCESS TO ACCOUNTING RECORDS

The contractor shall certify that all materials, equipment, and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The City or its representative shall be afforded access the all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after the final payment.

#### ASSIGNMENT OF REFUND RIGHTS

The City is not subject to federal, state, or local sales or use tax or federal excise tax. Contractor hereby assigns to City all of its rights, title, and interest in any sales or use tax which may be refunded as a result of the purchase of any materials purchased in connection with the Contract and Contractor, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in its own name or the name of the Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

#### CONTRACTS WITH SUBCONTRACTORS

The Contractor agrees to include the above references paragraphs in any contract with subcontractors and to provide proof thereof to the City of Reading if requested.

#### NOTICE TO PROCEED

The Contractor shall begin work on the job site within ten (10) days after receiving Notice to Proceed from the City.

#### DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

#### CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The contractor is not adequately complying with the specifications.
3. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
4. The contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
5. The contractor refuses to proceed with work when and as directed by the City.
6. The contractor abandons the work.

Contractors who have questions concerning various aspects of this Contract should contact the following persons:

#### QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS

To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications of the bid process. Such questions shall be submitted to Purchasing via [www.pennbid.procureware.com](http://www.pennbid.procureware.com) by 2:00 pm on August 17, 2020. Responses to questions shall be issued to all bidders in the form of a written addendum no later than August 21, 2020.

**Notice:** Payment of invoices are subject to the terms and conditions of the sources of funding for this project.

THE FOLLOWING INSTRUCTIONS FOR CONTRACTORS REGARDING AFFIRMATIVE ACTION ARE PROVIDED FOR INFORMATION PURPOSES. THE SUCCESSFUL BIDDER ASSUMES THE OBLIGATION TO TAKE WHATEVER AFFIRMATIVE ACTIONS ARE NECESSARY TO ASSURE EQUAL EMPLOYMENT OPPORTUNITY IN ALL ASPECTS OF EMPLOYMENT, IRRESPECTIVE OF RACE, COLOR, CREED, OR NATIONAL ORIGIN.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED)**

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals are timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation in Each Trade	Goals for Female Participation for Each Trade
Until Further Notice	2.5% for all trades	6.9% for All Trades

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND, THE GEOGRAPHICAL AREA IN WHICH THE CONTRACT IS TO BE PERFORMED.

**OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
THE CURTIS CENTER SUITE 750 WEST  
170 SOUTH INDEPENDENCE MALL WEST  
PHILADELPHIA, PA 19106-3309  
PHONE (215) 861-5764**

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Reading, Pennsylvania.

State of PA )  
County of Berks ) ss.

I, Anne Logan, Notary Public, being duly sworn, deposes and says that he  
is Beth A. Hahn of Berkshire Systems Group, Inc.  
(Name of Organization)  
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 28<sup>th</sup> day of August, 2020.

Commonwealth of Pennsylvania - Notary Seal  
Anne Logan, Notary Public  
Berks County  
My commission expires November 11, 2023  
Commission number 1360295  
Member, Pennsylvania Association of Notaries

Anne Logan  
NOTARY PUBLIC

My Commission Expires: 11/11/2023

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security; If Bid Bond use only the two page form included with the Bidding Documents;
- B. Noncollusion Affidavit;
- C. Required Bidder Qualification Statement with supporting data; and
- D. Public Works Verification Form – Act 127
- E. Base Bid with Equipment Schedule.
  1. Option 1 with Equipment Schedule
  2. Option 2 will include the equipment schedule and a detailed reason for the City and Library should select this upgrade.

#### ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Berkshire Systems Group, Inc.

By:

*[Signature]*



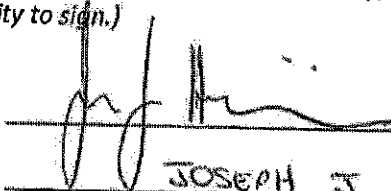
*[Printed name]*

Beth A. Hahn

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

JOSEPH J HUATISHION

Title:

CFO

Submittal Date:

August 28, 2020

Address for giving notices:

50 S. Museum Road, Reading, PA 19607

\_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
 Fax Number: \_\_\_\_\_

\_\_\_\_\_  
 Contact Name and e-mail address: \_\_\_\_\_

\_\_\_\_\_  
 Bidder's License No.: \_\_\_\_\_

(where applicable)

++ END OF BID FORM ++

# FORM OF BID BOND

## BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

Berkshire Systems Group Inc. as Principal (the "Principal"), and Pennsylvania National Mutual Casualty Ins Co

a corporation organized and existing under laws of the \_\_\_\_\_ state \_\_\_\_\_ of \_\_\_\_\_ PA \_\_\_\_\_, as

Surety (the "Surety"), are held and firmly bound unto Reading Public Library as

Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of

10% amount of bid

\_\_\_\_\_ Dollars

~~(\$10% of amount Bid~~

lawful money of the United States of America, for the payment of which sum we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Obligee to perform the installation Work in connection with the construction of installation of alarm system pursuant to plans, specifications and other documents constituting the Contract Documents which are incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Department of Public Works, City Hall, 815 Washington Streets, Reading, PA 19601-3690.

WHEREAS, it is a condition of the receipt and consideration by the Obligee of said Proposal that it shall be accompanied by proposal guaranty to be held by the Obligee on terms hereinafter set forth.

NOW, THEREFORE, the condition of this Bond shall be such that, if the Principal, within ten (10) days after mailing of contract document by the City to Principal, shall furnish to the Obligee a Performance Bond, Payment Bond and a Wage Rate Compliance Bond, and upon award of a contract to him by the Obligee, shall Reading Public Library – Main Branch – Fire Alarm and Detection Installation


execute and deliver the Agreement and furnish to the Obligor proper evidence of effectiveness of insurance coverage, respectively within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void, otherwise, this Bond shall remain in full force and effect.



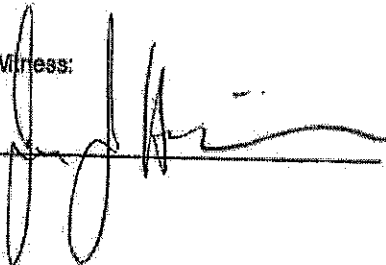
The Principal and the Surety agree to pay to the Oblgee the difference between the amount of said Proposal, as accepted by the Oblgee, and any higher amount for which the required work shall be contracted for by the Oblgee, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Oblgee by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Oblgee should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Oblgee, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Oblgee shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Oblgee the full amount of this Bond as liquidated damages.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this 27th day of August, 2020.

(INDIVIDUAL PRINCIPAL)

 (Seal)  
(Signature of Individual)

Witness:



Trading and Doing Business as:

\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

(PARTNERSHIP PRINCIPAL)

\_\_\_\_\_(Seal)  
(Name of Partnership)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_(Seal)  
(Partner)

Witness:

\_\_\_\_\_

(Seal)

By: \_\_\_\_\_  
(Partner)

Witness:

\_\_\_\_\_

(Seal)

By: \_\_\_\_\_  
(Partner)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_(Seal)  
(Partner)

(CORPORATION PRINCIPAL)

(Name of Corporation)

(Vice) President

By:

Attest:

(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation)

(Authorized Representative)

Berkshire Systems Group Inc

By:

Joseph Anathishion

Signed

President  
(Title)

Subscribed and sworn to before me on

this 28<sup>th</sup> day of August, 2020

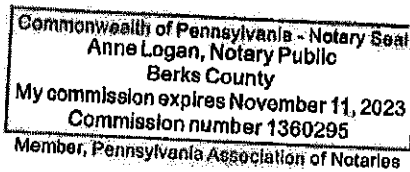
Anne Logan  
Notary Public  
(Title)

My Commission Expires:

11/11/2023

Commonwealth of Pennsylvania

County of Berks



(CORPORATION SURETY)

Pennsylvania National Mutual Casualty Insurance Company  
(Name of Corporation)

(Attorney-In-Fact)

By: Sharon J Deputy  
Sharon J Deputy

Witness:

Mona Nelson

(Corporate Seal)

\*\* Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

## NON-COLLUSION AFFIDAVIT

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the bidder who is authorized to legally bind the bidder.

Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.

In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Pennsylvania

County of Berks

Beth A. Hahn, being first duly sworn, deposes and says that:

He/She is Beth A. Hahn (Owner, Partner, Officer, Representative or Agent) of Berkshire Systems Group, Inc., the Bidder that has submitted the attached Bid or Bids;

He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

I state that Berkshire Systems Group, Inc. understands  
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this contract.

Beth A Hahn, President  
(Name and Company Position)

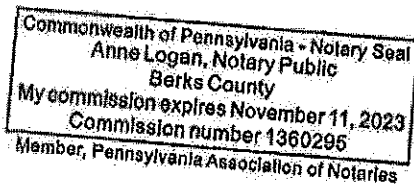
Commonwealth of Pennsylvania

County of Berks

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 28<sup>th</sup>  
DAY OF August, 2020

Anne Logan  
Notary Public

My Commission Expires 11/11/2023



**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS  
TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable timeframe specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Berkshire Systems Group, Inc.

NAME OF PROVIDER

By:

Brett A. Hahn

AUTHORIZED SIGNATORY

Title:

President

PRESIDENT OR VICE PRESIDENT

Attest:

[Signature]



RESOLUTION NO. 192-92

WHEREAS, reportedly, twenty-five cement manufacturing facilities in the United States are currently burning well over two billion pounds a year of hazardous waste as a source of fuel and additional profit in the cement manufacturing process; and

WHEREAS, approximately twenty cement manufacturing facilities are seeking permission to start this practice; and

WHEREAS, sufficient data and evidence as to the safety of cement products made from hazardous waste has not been proven; and

WHEREAS, it is in the best interest of the citizens of the City of Reading in regard to their health and quality of life that cement derived from hazardous waste be banned from any City projects.

NOW, THEREFORE, the Council of the City of Reading resolves that the City of Reading will not purchase cement from any facility that burns hazardous waste as fuel in its manufacturing process, nor allow the use of concrete made from this type of cement. This policy shall be reflected in city bid specifications.

PASSED COUNCIL April 1, 1993

WARREN H. HAGGERTY, JR.  
Mayor

ATTEST:

RUTH M. THOMPSON  
City Clerk

# STATEMENT REGARDING MANUFACTURE OF CEMENT

The following statement is to be signed by an authorized officer of the company.

The undersigned contractor hereby certifies in accordance with City of Reading Resolution #192-92, that any cement used in performance of this contract shall not have been manufactured by a process using hazardous materials, as defined by the Environmental Protection Agency, in the manufacture and makeup thereof.

## CONTRACTOR

By: Jed Richardson

Title: Application Specialist

ATTEST:

Shirley L. Lagan

### STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: Berkshire Systems Group, Inc.
2. Permanent main office address: 50 S. Museum Road, Reading, PA 19607
3. When organized: October 1, 1982
4. If a corporation, where incorporated: Pennsylvania
5. How many years have you been engaged in the contracting business under your present firm or trade name: 37 years
6. Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.)
7. Have you ever failed to complete any work awarded to you? If so, where and why?  
No
8. Have you ever defaulted on a contract? No If so, where and why?  
\_\_\_\_\_
9. List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed.
10. List your major equipment available for this contract.  
Honeywell Farenhyt Fire Alarm Equipment, Cornell Rescue Assistance  
\_\_\_\_\_
11. Describe experience in construction work similar in importance to this project on an attached sheet. Contractor must be able to show at least 10 years' experience working on public pool systems to qualify for this bid.

Page 2

## Statement of Bidder's Qualifications

12. Background and experience of the principal members of your organization, including the officers.  
Please See Attachment  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
13. Credit available: \$ 4,500,000.00
14. Give Bank reference: Please See Attachment
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? Yes
16. (A) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion? No If so, give full details.  
 \_\_\_\_\_
- (B) Have you ever been accused of discrimination based upon race, color, nationality or religion in any action or legal proceeding including any proceeding related to any Federal Agency?  
No If so, give full details \_\_\_\_\_  
 \_\_\_\_\_
17. All prospective bidders are required to present proof of an acceptable disposal method approved by the Pennsylvania Department of Environmental Protection. The proof may consist of a copy of a State Solid Waste Disposal Permit issued to the prospective bidder by the Pennsylvania Department of Environmental Protection, or a letter of approval from the Pennsylvania Department of Environmental Protection for the use of a proposed or existing disposal facility which has a permit or is under review for a permit. Same to be in accordance with Section 7 (a) application and permits, Pennsylvania Solid Waste Management - "Act 241."

Page 3

Statement of Bidder's Qualifications

18. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the "City of Reading" in verification of the recitals comprising this Statement of Bidder's Qualifications.
19. Name, address, phone number, and contact person at surety company who will provide bonding for this contract:  
Pennsylvania National Mutual Casualty Insurance Company  
2 N. 2nd St. Suite 2, Harrisburg, PA 17101 Phone #: 717-230-8200
20. Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract:  
Gallen Insurance, 2237 Lancaster Pike Shillington, PA 19607  
David Gallen - 610-777-4123
21. The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at \_\_\_\_\_ this 28 day of August, 2020.

Berkshire Systems Group, Inc  
(NAME OF BIDDER)

BY: [Signature]

TITLE: President

### BIDDER'S SWORN QUALIFICATION STATEMENT

COUNTY OF BERKS

STATE OF Pennsylvania

}  
}  
}

§

The Undersigned, being duly sworn under oath, certifies that the following statements are true and correct:

SUBMITTED TO: The City of Reading

ADDRESS: The City of Reading

SUBMITTED BY: Berkshire Systems Group, Inc.

NAME: Jed Richardson

ADDRESS: 50 S. Museum Road, Reading, PA 19607

PRINCIPAL: Beth Hahn

1. What is the bidder's form of business, i.e., corporation, partnership, sole proprietor, or joint venture:  
Corporation
2. How many years has your organization been in business?  
37 Years
3. How many years have your organization been in business under its present name?  
37 Years
4. Give all trade names and former names that your organization has or is using?  
Berkshire Systems Group, Inc.  
Berkshire Systems  
BSGI
5. If your organization is a corporation, give the:
  - A. Date of incorporation: October 1, 1982
  - B. State of incorporation: Pennsylvania
  - C. President's name: Beth Hahn
  - D. Vice President's name(s): Luke Hahn

6. If an individual or a partnership, give the:
  - A. Date or organization: N/A
  - B. Name and address of all partners (state whether general or limited partnership):  
N/A
7. If other than a corporation or partnership, describe your organization and name all principals or owners:  
N/A
8. List states and categories in which your organization is legally qualified to do business giving all registration or license numbers.  
N/A
9. List states in which partnership or trade name is filed.  
N/A
10. List the types of work normally performed by your own forces.  
Integrator for the following systems - Fire Alarm, Security, Video Surveillance, Access Control, Sound, A/V, Intercom, Paging.
11. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:  
No
12. Within the last five years, has any owner, officer or partner of your organization ever been an owner, officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.  
No
13. On a separate sheet, list major construction projects your organization has in process, giving the name or project, owner, architect, contract amount, percent complete, and scheduled completion date.
14. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

15. On a separate sheet, list the construction experience of the key individuals of your organization.
16. Trade References: Please See Attachment
17. Bank References: Please See Attachment
18. Name of Bonding Company and name and address of agent:  
Pennsylvania National Mutual Casualty Insurance Company  
David Gallen - Gallen Insurance Company  
2237 Lancaster Pike, Shillington, PA 19607
19. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items:
  - A. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
  - B. Net Fixed Assets:
  - C. Other Assets:
  - D. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):
  - E. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares per values, earned surplus, and retained earnings):

Name of firm preparing financial statement and date thereof: Herbin & Company



Is this financial statement for the identical organization named on page 00420-1? Yes, Attached

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

Will this organization act as guarantor of the contractor for construction?

Dated at \_\_\_\_\_ this 28 of August, 2020

Name of Organization: Berkshire Systems Group, Inc.

BY: [Signature]

TITLE: President

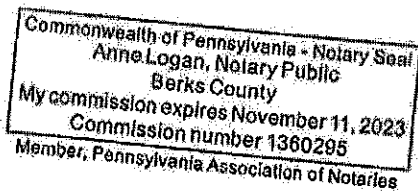
Subscribed and sworn before me this 28<sup>th</sup> day of August, 2020.

Notary Public: Anne Logan

My Commission Expires: 11/11/2023

Commonwealth of Pennsylvania

County of Berks



### EQUAL EMPLOYMENT OPPORTUNITY AND SECTION 3 QUESTIONNAIRE

(Please complete the following information and answer all questions; use an attached sheet as necessary.)

1. (a) Contractor: How many persons from the City of Reading \_\_\_\_\_,  
low income City residents 0, and minorities: 0 Black, 3 Hispanic, 109  
White, 1 Asian/Pacific Islander, 0 Other, are on your present basic payroll?
- (b) Subcontractor: How many persons from the City of Reading \_\_\_\_\_,  
low income City residents \_\_\_\_\_, and minority groups: \_\_\_\_\_ Black, \_\_\_\_\_ Hispanic,  
\_\_\_\_\_ White, \_\_\_\_\_ Asian/Pacific Islander, \_\_\_\_\_ Other, are on your present basic  
payroll?
2. How many City of Reading residents 11, low income City residents 0,  
and minorities: 0 Black, 3 Hispanic, 109 White, 1 Asian/ Pacific Islander,  
0 Other, are presently in training programs run by your company, your subcontractors, and  
associations to which you or your subcontractors may belong or with unions with which you and your  
subcontractors have collective bargaining agreements?  
71
3. Does your firm, subcontractors, associations to which you or they belong or unions  
with which you or your subcontractors have collective bargaining agreements a definite plan for  
creating career situations, training and employment for residents of the City of Reading, low income  
citizens, and minorities? No. If so, please include a copy of the plan with your formal bid  
and specify the number of individuals (from the groups referred to previously), to be placed in  
apprenticeship or other training situations. When is the program scheduled to  
begin? N/A What portion of the program is already in operation?
4. What plans does your firm have to utilize business concerns located in, or owned in  
substantial part by persons residing in the City?  
None

### CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

DATE: 08/28/2020,

BY: Jed Richardson  
(NAME OF BIDDER)

Application Specialist  
(TITLE)

OFFICIAL ADDRESS:

50 S Museum Road  
Reading, PA 19607

CONTRACTOR'S STATEMENT FOR PUBLIC DISCLOSURE \*

1. a/ Name of Contractor: Berkshire Systems Group, Inc.  
b/ Address and Zip Code of Contractor: 50 S Museum Road, Reading PA 19607
2. If the Contractor is not an individual doing business under his own name, the Contractor has the status indicated below and is organized or operating under the laws of Pennsylvania  
  X   a corporation  
\_\_\_\_\_ a partnership known as:  
\_\_\_\_\_ a business association or a joint venture known as:  
\_\_\_\_\_ a Federal, State or Local government or instrumentality thereof  
\_\_\_\_\_ other (explain)
3. If the Contractor is not an individual or a government agency or instrumentality, give date of organization: October 1, 1982
4. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, investors other than a government agency or instrumentality, are set forth as follows:
  - a/ If the Contractor is a corporation, the officers, directors, trustees, and each stockholder owning more than 10% of any share of stock.
  - b/ If the Contractor is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
  - c/ If the Contractor is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
  - d/ If the Contractor is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

\* If space on this form is inadequate for any requested information, this should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

- |    |   |       |
|----|---|-------|
| a/ | - Beth A Hahn - President<br>2107 Bressler Drive<br>Wyomissing, PA 19610-1503 | 51%   |
|    | - Robert P Yerger - Owner<br>2418 Grandview Blvd<br>West Lawn, PA 19609       | 40.5% |

Page 2

## Contractor's Statement for Public Disclosure

- | NAME, ADDRESS & ZIP CODE   | POSITION TITLE (if any) AND PERCENT<br>OF INTEREST OR DESCRIPTION OF<br><u>CHARACTER AND EXTENT OF INTEREST</u>  |
|--|--|
| <p>5. Name, address and nature and extent of interest of each person or entity (not named in response to Item 4) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Contractor (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Contractor, or more than 50% of the stock in a corporation which holds 20% of the stock of the Contractor).</p> |  |
| NAME, ADDRESS & ZIP CODE   | <u>DESCRIPTION OF CHARACTER<br/>AND EXTENT OF INTEREST</u>   |
| <p>6. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 4 or Item 5 above:</p>   |  |
| <p>7. Is the Contractor a subsidiary of or affiliated with any other corporation or any other firm or firms?<br/> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, list each such corporation or firm by name and address, specify its relationship to the Contractor, and identify the officers and directors or trustees common to the Contractor and such other corporation or firm:</p>  |  |
| <p>8. Other federal grant projects under Title I of the Housing and Community Development Act of 1974 (CP.L.93-383), as amended, in which the Contractor or any of the principals of the Contractor is or has been the contractor, or a stock-holder, officer, director or trustee, or partner of such a contractor:</p>   |  |
| <p>9. If the Contractor or a parent corporation, a subsidiary, an affiliate or a principal of the Contractor is to participate in the work or services as a Subcontractor or consultant:</p>   |  |
| a/   | Name and address of such Subcontractor or consultant: N/A  |
| b/   | Has such Subcontractor within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a contract?<br><input type="checkbox"/> YES <input type="checkbox"/> NO. If yes, explain: |

Page 3

## Contractor's Statement for Public Disclosure

c/ Outstanding contract bids of such Subcontractor or consultant:

Awarding AgencyAmountDate Opened

\$

10. Brief statement respecting equipment, experience, financial capacity, and other resources available to such Subcontractor or consultant for the performance of the work or services involved in the contract, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the Subcontractor or consultant.

11. a/ Does any member of the governing body or employee of the Local Public Agency or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Contractor or in the Contractor's performance under the contract? \_\_\_YES XNO. If yes, explain:

b/ Does any member of the governing body of the locality in which the Public Improvement Project is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Contractor or in the Contractor's performance under the contract? \_\_\_YES XNO. If yes, explain:

### CERTIFICATION

I (We) Berkshire Systems Group, Inc. certify that this Contractor's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and beliefs.

DATED: 08/28/2020



(SIGNATURE)

President

(TITLE)

50 S Museum Road  
Reading, PA 19607

(ADDRESS & ZIP CODE)

DATED: 08/28/2020



(SIGNATURE)

Vice President

(TITLE)

50 S Museum Road  
Reading, PA 19607

(ADDRESS & ZIP CODE)

1 - If the Contractor is an individual, this Statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this Statement.

2 - Penalty For False Certification: Section 1001, Title 18, of the U.S.C. provides a fine of not more than \$10,000, or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

(ONLY AS NEEDED)

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. 1-3 TO BID FOR: Reading Public Library - Fire Alarm  
Detection Installation and Design  
OPENING DATE: 08/28/2020

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated above. This sheet is now part of the Contract Documents.

I, HEREBY CERTIFY, THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT WITH THE TOTAL BID PRICE.

Firm Name (Type or Print) Berkshire Systems Group, Inc.

Authorized Signature  Title Application Specialist

Name (Type or Print) Jed Richardson Date 08/28/2020



**PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY**  
**Harrisburg, Pennsylvania**

1583

**POWER OF ATTORNEY**

**Know All Men By these Presents**, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint ANN G. MOLL, DAVID C. GALLEN, SHARON DEPUTY, AND AMY PERTSCHI, ALL OF SHILLINGTON, PENNSYLVANIA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF FIVE MILLION DOLLARS ----- (\$5,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON JANUARY 31, 2030, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**In Witness Whereof:** PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on January 13, 2020.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On January 13, 2020, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



**COMMONWEALTH OF PENNSYLVANIA**  
 Notarial Seal  
 Traci A Kimmich, Notary Public  
 City Of Harrisburg, Dauphin County  
 My Commission Expires Oct 31, 2020  
 Member, Pennsylvania Association of Notaries

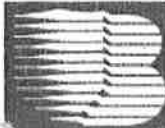
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

**In Witness Whereof**, I have hereunto set my hand and affixed the corporate seal of said Company on August 27th, 2020

Vice President - Surety





Berkshire Systems Group, Inc.

8/27/2020

## PROJECT DETAILS

## Reading Public Library - New Fire Alarm System

Proposal: 11460-1-0-11237

Customer Name: Reading Public Library

Project Location: Reading Public Library

Contact Name: ,

## Fire Alarm System

## Fire Alarm Panel

QTY	Part #	Description
1	FC922-US	Addressable Fire Alarm Control Panel, 252 Point, 170W Power Supply
1	FV920-EK	Voice Electronics Package, Consist of Consists of: One VCC2001-A1 Voice CPU Card, one VCC2002-A1 Voice I/O Card, one VCI2001-U1 50W Voice Amplifier Card, one VCA2002-A1 Voice Card Cage, one FCA2031-A1 Connection Module (MoNet), one VTO2001-U3 Option Module (24 switches), one VTO2004-U3 Option Module (Microphone)
1	FBK2004-U3	Enclosure for Voice Panel, 3 Unit High, Black
1	FHD2005-U1	Inner Door, Solid, Black
1	FT2015-U3	Remote Annunciator, Black
1	VR2005-U3	Remote Microphone Kit,
1	FCA2015-U1	Dialer Module
2	PS-12350	Batteries - 35 Amp Hr
1	PAD-4-6A	Signal Panel, 4 Class B Circuits, 6 Amps at 24VDC, 3 Amp Max Per Circuit, 3 Amp Aux Power, Fits 2-7AH Batteries, Red Enclosure
1	XTRI-M	Mini Single Input Monitor Module with Built-In Isolator
2	PS-1270	Batteries - 7 Amp Hr
1	SLETEVI-CFB-PS	Commercial Fire Dual Path in red metal housing, LTE, Verizon LTE Network, 120VAC
1	SSU00690	Documents Box, Red, BSGI Logo
1	IK1002	T45 Siemens Key Lock for BSGI Logo Document Box

## Fire Alarm Panel

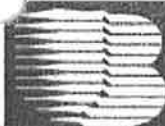
QTY	Part #	Description
1	FBK2001-U3	Enclosure for Remote Network Annunciator (FT924), Black

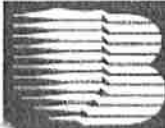
## Initiating Devices

QTY	Part #	Description
17	XMS-S	Addressable Single Action Manual Pull Station with Isolation
17	SMBOX-XMP	Surface Mounting Backbox for X-Series Manual Stations
77	OOH941	Addressable Dual Optical Smoke Detector w/ Dual Built-in Heat Detector
4	OOHC941	Addressable Dual Optical Smoke Detector w/ Dual Built-In Heat Detector, and Built-In Carbon Monoxide Detector
1	HI921	Addressable Heat Detector
82	DB-11	Detector Base Assembly
1	5000-103	Beam Detector System
1	5000-031	Additional Beam Detector Head and Prism
1	AL600ULX	Altronix 6A, 12Vdc or 24VDC Output, 115VAC, Built-In Charger and Enclosure
2	PS-1270	Batteries - 7 Amp Hr
2	XTRI-D	Dual Input Monitor Module with Built-In Isolator
4	DT-135R	Rate of Rise 135 degree Heat detector
2	XTRI-D	Dual Input Monitor Module with Built-In Isolator
12	XTRI-R	Single Input Monitor Module with Relay and Built-In Isolator

## Notification Appliances

QTY	Part #	Description
17	SET-MC-CR	Speaker/Strobe, 1/8 to 8 Watts, 15/30/75/95 CD, Ceiling Mount, Red
30	SET-MC-R	Speaker/Strobe, 1/8 to 8 Watts, 15/30/75/110 CD, Wall Mount, Red
3	ZR-MC-CR	Strobe Only, 15/30/75/110 CD, Ceiling Mount, Red
5	SET-R	Speaker Only, 1/8 to 8 Watts, Wall Mount, Red
5	ZR-MC-R	Strobe Only, 15/30/75/110 CD, Wall Mount, Red





Berkshire Systems Group, Inc.

8/27/2020

**PROJECT DETAILS**

Reading Public Library - New Fire Alarm System

Proposal: 11460-1-0-11237

**Fire Alarm System****Services**

QTY	Part #	Description
1	LOT	Installation
1	LOT	Drawing Package
1	LOT	Equipment Rental
1	LOT	System Programming
1	LOT	System Commissioning
1	LOT	Submittals and O&M Manuals
1	LOT	On-Site End User Operator Training, 1 Session
1	LOT	One Year On Site Warranty
1	LOT	Demo Old Fire Alarm System

**BDA Site Survey****BDA Survey**

QTY	Part #	Description
1	LOT	BSGI To Preform BDA Site Assessment

**Area of Rescue Assistance****Rescue Assist**

QTY	Part #	Description
1	A-4208	Rescue Assistance Annunciator Panel 8-Zone
		Audio
1	BB-41	Enclosure for Annunciator A-4208
1	B-5243A	Power Supply in Enclosure w/ Battery Back-up
		3 Amps (includes Batteries)
5	4201B/V	Audio Rescue Assistance Station, Vandal Resistant and Water Resistant
5	SN-B42D	Double Face Incandescent Sign with Battery BackUp
5	SN-P42F	Rescue Assistance Sign

**Financial Summary**

Total Proposal Amount: \$248,578.00

Note: The above price does not include sales tax.

**PROJECT ACCEPTANCE**

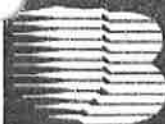
Berkshire Systems Group, Inc.

Reading Public Library

Jedediah Richardson

Date

PO #



6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security; if Bid Bond use only the two page form included with the Bidding Documents;
- B. Noncollusion Affidavit;
- C. Required Bidder Qualification Statement with supporting data; and
- D. Public Works Verification Form – Act 127
- E. Base Bid with Equipment Schedule.
  - 1. Option 1 with Equipment Schedule
  - 2. Option 2 will include the equipment schedule and a detailed reason for the City and Library should select this upgrade.

#### ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.


#### ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Berkshire Systems Group, Inc.

By:

*[Signature]*



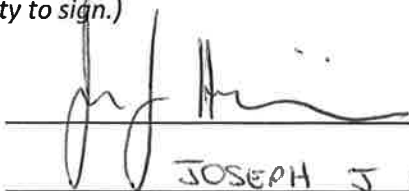
*[Printed name]*

Beth A. Hahn

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

JOSEPH J. HNATISHON

Title:

CFO

Submittal Date:

August 28, 2020

Address for giving notices:

50 S. Museum Road, Reading, PA 19607

\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_

(where applicable)

++ END OF BID FORM ++

FORM OF BID BOND

BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

Berkshire Systems Group Inc, as Principal (the "Principal"), and Pennsylvania National Mutual Casualty Ins Co

a corporation organized and existing under laws of the \_\_\_\_\_ state \_\_\_\_\_ of \_\_\_\_\_ PA \_\_\_\_\_, as

Surety (the "Surety"), are held and firmly bound unto Reading Public Library as

Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of

10% amount of bid

\_\_\_\_\_ Dollars

~~(\$10% of amount Bid~~

lawful money of the United States of America, for the payment of which sum we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Obligee to perform the installation Work in connection with the construction of installation of alarm system pursuant to plans, specifications and other documents constituting the Contract Documents which are incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Department of Public Works, City Hall, 815 Washington Streets, Reading, PA 19601-3690.

WHEREAS, it is a condition of the receipt and consideration by the Obligee of said Proposal that it shall be accompanied by proposal guaranty to be held by the Obligee on terms hereinafter set forth.

NOW, THEREFORE, the condition of this Bond shall be such that, if the Principal, within ten (10) days after mailing of contract document by the City to Principal, shall furnish to the Obligee a Performance Bond, Payment Bond and a Wage Rate Compliance Bond, and upon award of a contract to him by the Obligee, shall

Reading Public Library – Main Branch – Fire Alarm and Detection Installation  
2020

execute and deliver the Agreement and furnish to the Obligee proper evidence of effectiveness of insurance coverage, respectively within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void, otherwise, this Bond shall remain in full force and effect.

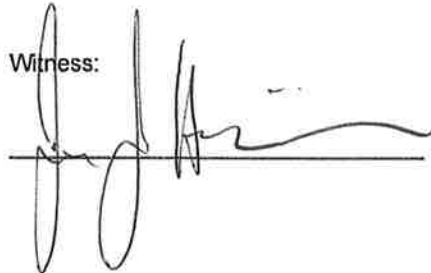
The Principal and the Surety agree to pay to the Obligor the difference between the amount of said Proposal, as accepted by the Obligor, and any higher amount for which the required work shall be contracted for by the Obligor, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Obligor by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Obligor should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Obligor, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Obligor shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Obligor the full amount of this Bond as liquidated damages.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this 27th day of August, 20 20.

(INDIVIDUAL PRINCIPAL)

  
\_\_\_\_\_  
(Signature of Individual) (Seal)

Witness:

  
\_\_\_\_\_

Trading and Doing Business as:

\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

(PARTNERSHIP PRINCIPAL)

\_\_\_\_\_  
(Name of Partnership) (Seal)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

Witness:

\_\_\_\_\_

(Seal)

By: \_\_\_\_\_  
(Partner)

Witness:

\_\_\_\_\_

(Seal)

By: \_\_\_\_\_  
(Partner)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)



(CORPORATION PRINCIPAL)

(Name of Corporation)

(Vice) President

By:

Attest:

(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

(Name of Corporation)

(Authorized Representative)

Berkshire Systems Group Inc

By:

Joseph Hnatishion

Signed

President

(Title)

Commonwealth of Pennsylvania

County of Berks

Subscribed and sworn to before me on

this 28<sup>th</sup> day of August, 20 20

Anne Logan

Notary Public

(Title)

My Commission Expires:


11/11/2023

Commonwealth of Pennsylvania - Notary Seal  
Anne Logan, Notary Public  
Berks County  
My commission expires November 11, 2023  
Commission number 1360295  
Member, Pennsylvania Association of Notaries

(CORPORATION SURETY)

Pennsylvania National Mutual Casualty Insurance Company  
(Name of Corporation)

(Attorney-In-Fact)

By:   
Sharon J Deputy

Witness:

Mona Nelson

(Corporate Seal)

\*\* Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

### STIPULATION AGAINST LIENS

WHEREAS, **Berkshire Systems Group, Inc.**, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated 12/26/2020, with **City of Reading**, hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: fire alarm, detection installation and design in the Reading Public Library Main Branch Project as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that either the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their property officers to be affixed thereto on the day and year first above written.

ATTEST:

CITY OF READING

By: DocuSigned by:  
Linda A. Kelleher CMC, City Clerk  
73DE034C240D451...  
City Clerk

By: DocuSigned by:  
Mayor Eddie Moran  
9DBC26E27C594BB...  
Mayor

BERKSHIRE SYSTEMS GROUP, INC

By: DocuSigned by:  
Michael  
F33BB9BE24B2487...  
President